

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2009

NEW ISSUE

RATINGS: Moody's: "____"
Standard & Poor's: "____"

BOOK ENTRY ONLY

(See "RATINGS" herein)

In the opinion of Bond Counsel, Frost Brown Todd LLC, Louisville, Kentucky, under existing law, interest on the Series 2009 Bonds is excludable from gross income for purposes of federal and Kentucky income taxation, and the Series 2009 Bonds are exempt from ad valorem taxation by the Commonwealth of Kentucky and any political subdivision thereof. Included herein is a discussion of the possible federal income tax consequences of the purchase and ownership of the Series 2009 Bonds which could affect adversely the treatment of the interest on the Series 2009 Bonds for federal income tax purposes. (See "TAX TREATMENT" herein).

OFFICIAL STATEMENT

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT
PARKING AUTHORITY OF RIVER CITY INC.

\$39,000,000* FIRST MORTGAGE REVENUE BONDS, SERIES 2009A
\$17,500,000* FIRST MORTGAGE REVENUE REFUNDING BONDS, SERIES 2009B

Dated: _____, 2009

Due: June 1, as shown below

The First Mortgage Revenue Bonds Series 2009A ("Series 2009A Bonds") and the First Mortgage Revenue Refunding Bonds Series 2009B ("Series 2009B Bonds" together with the Series 2009A Bonds, the "Series 2009 Bonds") are special limited obligations of the Parking Authority of River City Inc. (the "Issuer" or "PARC"), a nonstock, nonprofit Kentucky corporation acting as an agency and instrumentality of the Louisville/Jefferson County Metro Government ("Louisville Metro"), a consolidated city of the Commonwealth of Kentucky (the "Commonwealth"), and are secured by and payable on a parity with certain outstanding Series 1997 Bonds, Series 2001 Bonds, Series 2002 Bonds, and any other parity bonds and notes issued hereafter solely from (i) a first mortgage lien on the various public parking garages constituting a part of the Consolidated Project financed by the Issuer, (ii) the revenues and rents derived from an annually renewable lease whereby the Consolidated Project is leased to Louisville Metro at rentals sufficient to amortize all outstanding parity bonds, (iii) the net revenues from the operation of the Consolidated Project, (iv) the net revenues derived from Louisville Metro's on-street parking meters which are pledged by Louisville Metro to secure its obligations under the Lease, and (v) contractual revenues from several corporate sources, including but not limited to the PARC Agreements, all of which have been assigned to the Trustee and are more fully described in the Appendices to this Official Statement. The Issuer has no taxing power. The Series 2009 Bonds do not constitute a debt or general obligation of the Issuer, Louisville Metro or the Commonwealth.

The Series 2009 Bonds are issuable only as fully registered bonds without coupons in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York which will act as a security depository for the Series 2009 Bonds. Purchasers will not receive certificates representing their ownership interests in the Series 2009 Bonds. Purchases will be made in book-entry form, in the denomination of \$5,000 or any integral multiple thereof. Interest on the Series 2009 Bonds is payable beginning on December 1, 2009, and semiannually each June 1 and December 1 thereafter to maturity. The Series 2009A Bonds are subject to redemption prior to maturity. The Series 2009B Bonds are not subject to redemption prior to maturity. See "DESCRIPTION OF THE SERIES 2009 BONDS" herein.

This Official Statement is deemed final by the Issuer for the purposes of SEC Rule 15c2-12(b)(1). DELIVERY OF THE SERIES 2009 BONDS IN NEW YORK, NEW YORK THROUGH THE OFFICES OF DTC IS EXPECTED ON OR ABOUT March 4, 2009, 2009. The

* Preliminary, Subject to change

This Preliminary Official Statement and the information contained herein are subject to completion or amendment. These securities may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of such jurisdiction.

Series 2009 Bonds are offered, subject to prior sale, when, as and if issued, subject to the approval of legality by Frost Brown Todd LLC, Louisville, Kentucky, Bond Counsel. Certain legal matters will be passed on for Louisville Metro by James T. Carey, Assistant Jefferson County Attorney.

MATURITIES, AMOUNTS, INTEREST RATES AND YIELDS

\$39,000,000* FIRST MORTGAGE REVENUE BONDS, SERIES 2009A

CUSIP	Due December 1	Principal Amount	Interest Rate	Price or Yield	CUSIP	Due December 1	Principal Amount	Interest Rate	Price or Yield
	2010	\$				2025	\$		
	2011					2026			
	2012					2027			
	2013					2028			
	2014					2029			
	2015					2030			
	2016					2031			
	2017					2032			
	2018					2033			
	2019					2034			
	2020					2035			
	2021					2036			
	2022					2037			
	2023					2038			
	2024					2039			

\$17,500,000* FIRST MORTGAGE REVENUE REFUNDING BONDS, SERIES 2009B

CUSIP	Due December 1	Principal Amount	Interest Rate	Price or Yield
	2010	\$		
	2011			
	2012			
	2013			
	2014			
	2015			
	2016			
	2017			
	2018			
	2019			
	2020			

REGARDING USE OF THIS OFFICIAL STATEMENT

This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale, or to any person to whom it is unlawful to make such offer, solicitation or sale in such jurisdiction. No dealer, broker, salesperson or other person has been authorized by the Issuer to give any information or to make any representations other than those contained herein and, if given or made, such other information or representation must not be relied on as having been authorized by the Issuer.

This Official Statement is not to be construed as a contract with the purchasers of the Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of facts.

All quotations from and summaries and explanations or provisions of laws and documents herein do not purport to be complete, and reference is made to such laws and documents for full and complete statements of their provisions.

* Preliminary, Subject to change.

The information set forth in this Official Statement has been obtained from official sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness. The information and expressions of opinion herein are subject to change without notice, and neither delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer since the date hereof.

IN CONNECTION WITH THIS OFFERING THE PURCHASERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICES OF THE BONDS OFFERED HEREBY AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

The Series 2009 Bonds will not be registered under the Securities Act of 1933, as amended, or any state securities laws and will not be listed on any stock or other securities exchange, and neither the Securities and Exchange Commission nor any federal, state, municipal or other governmental agency will pass on the accuracy, completeness or adequacy of this Official Statement.

PARKING AUTHORITY OF RIVER CITY INC.

C. Bruce Traughber, Chairman
Patti Clare, Secretary
Kevin Moore, Treasurer
Linda Taylor
Carol Hensley

There are currently two (2) vacancies on the Issuer's Board

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT

Mayor
Jerry E. Abramson

Metro Council

Brent Ackerson	Robert Henderson
John Ackerson	Dan Johnson
Stuart Benson	Jim King
Rick Blackwell	Kevin Kramer
Cheri Bryant Hamilton	Tom Owen
Marianne Butler	James Peden
Kelly Downard	Barbara Shanklin
Robin Engel	Glen Stuckel
Kenneth C. Fleming	David Tandy
Madonna Flood	George Unseld
Judith Green	Tina Ward-Pugh
Doug Hawkins	Vicki Welch
Hal Heinier	Mary C. Woolridge

Chief Financial Officer
Kevin Moore

Assistant Jefferson County Attorney

James T. Carey, Esq.

BOND COUNSEL

Frost Brown Todd LLC
Louisville, Kentucky

FINANCIAL ADVISOR

Public Financial Management, Inc.
Memphis, Tennessee

TRUSTEE, BOND REGISTRAR AND PAYING AGENT

The Bank of New York Mellon Trust Company, NA
Louisville, Kentucky

This Summary Statement is not intended to be complete. Before purchasing the Bonds, the purchaser should refer to the Official Statement in its entirety.

SUMMARY OF THE OFFERING

THE SERIES 2009 BONDS.....	<p>\$39,000,000* Louisville/Jefferson County Metro Government Parking Authority of River City Inc. First Mortgage Revenue Bonds, Series 2009A (the “Series 2009A Bonds”).</p> <p>\$17,500,000* Louisville/ Jefferson County Metro Government Parking Authority of River City Inc. First Mortgage Revenue Refunding Bonds, Series 2009B (the “Series 2009B Bonds”).</p>
BOOK ENTRY SYSTEM.....	<p>The Series 2009 Bonds will be registered to Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York, to which principal and interest payments on the Series 2009 Bonds will be made. Individual purchases will be made in book-entry form only, in principal amounts of \$5,000 or any integral multiple thereof. Beneficial owners of the Series 2009 Bonds will not receive physical delivery of bond certificates, but each beneficial owner will receive a credit balance on the books of the Participant (as defined herein) from whom the beneficial owner purchased the Series 2009 Bonds. The credit balance will be confirmed by an initial transaction statement stating the details of the Series 2009 Bonds purchased.</p>
DENOMINATION.....	<p>Fully registered bonds, \$5,000 or any integral multiple thereof.</p>
DATE OF ISSUE; DELIVERY	<p>The Series 2009 Bonds will be delivered on or about March 4, 2009, and will be dated the date of delivery.</p>
INTEREST PAYMENTS.....	<p>Interest on the Series 2009 Bonds are payable on June 1 and December 1, commencing December 1, 2009</p>

* Preliminary, Subject to change.
* Preliminary, Subject to change.

OPTIONAL REDEMPTION.....	<p>The Series 2009A Bonds maturing on or before December 1, 2019 will not be subject to optional redemption prior to their respective maturity dates. The bonds maturing on and after December 1, 2020 may be redeemed prior to their respective maturity dates on or after December 1, 2019 at the option of PARC at the redemption prices as set forth herein.</p> <p>The Series 2009B Bonds are not subject to optional redemption prior to their respective maturity dates.</p>
PURPOSE.....	<p>The Series 2009A Bonds are being issued for the purpose of financing the Louisville Arena Parking Garage and additional capital expenditures for public parking and garage facilities (the “2009A Project”) as more fully described herein. (See “SERIES 2009 BONDS”) and to pay costs of issuance related to the Series 2009A Bonds.</p> <p>The Series 2009B Bonds are being issued to refinance the currently outstanding First Mortgage Revenue Refunding Bonds, Series 1997 Bonds and to pay cost of issuance related to the Series 2009B Bonds.</p>
SECURITY.....	Security for the Series 2009 Bonds is more fully described herein.
BOND COUNSEL	Frost Brown Todd LLC, Louisville, Kentucky.
TAX STATUS.....	In the opinion of Bond Counsel, the interest on the Bonds will be excludable from gross income for federal income tax purposes and will not be an item of tax preference for purposes of the federal alternative minimum tax. In the opinion of Bond Counsel, the Bonds are exempt from ad valorem taxation and the interest thereon is exempt from income taxation, by the Commonwealth of Kentucky and all of its political subdivisions and taxing authorities. See “Tax Treatment” and Appendix H (form of opinion) included herein.
FINANCIAL ADVISOR.....	Public Financial Management, Inc. – Memphis, Tennessee.
REGISTRAR / PAYING AGENT	The Bank of New York Mellon Trust Company, N.A., Louisville, Kentucky.
ESCROW AGENT	

TABLE OF CONTENTS

Introductory Statement	1
The Issuer	2
History of the Issuer	2
Past Bonds of the Issuer	2
Outstanding Bonds of the Issuer.....	3
The Issuer's Board of Commissioners	3
Description of the Series 2009 Bonds.....	4
General	4
Book-Entry-Only System	5
Redemption Provisions.....	6
Notice of Redemption	7
Extraordinary Redemption	7
Purchase of Bonds	7
Source of Payment.....	7
The Lease	8
First Mortgage Lien.....	9
The 2009A Project.....	9
The Garage Description.....	9
The Refunding Program	9
Sources and Uses of Funds	10
The Parking System.....	10
The Riverfront Parking Garage	10
Seelbach Parking Garage.....	11
4th Street Live Garage.....	11
Kentucky Center for the Arts Parking Garage.....	12
Brown Hotel/Theater Square Parking Garage	12
120 South Sixth Street Garage	12
Fifth Street Parking Garage	13

Eighth & Main Parking Garage	13
First & Main Parking Garage	13
Muhammed Ali Garage	13
Surface Parking Lots	14
On-Street Parking Facilities	14
Flow of Funds	14
Establishment of Funds and Accounts	14
Ratings	17
Tax Treatment	17
Disclosure Compliance.....	19
Absence of Material Litigation.....	19
Financial Advisor	19
Approval of Legality	20

<i>Appendix A</i>	Parking Authority of River City Inc. Audited Financial Statements for the Period Ended 6/30/2008
<i>Appendix B</i>	Parking Authority of River City Inc. Five Year Summary of Balance Sheets and Statement of Revenues, Expenses and Changes in Retained Earnings and Historical and Pro Forma Calculations of Debt Service Coverage
<i>Appendix C</i>	Parking Authority of River City Inc. Selected Operating Information and Unaudited Monthly Financial Statements and Related Information for the Period Ended 6/30/08
<i>Appendix D</i>	Comprehensive Annual Financial Report of Louisville Metro to Include Audited Financial Statements for Period Ended 6/30/2008 and Fiscal Year 2008 Statement of Revenue and Expenditures (Unaudited) Louisville Metro General and Special Revenue Funds
<i>Appendix E</i>	Parking Authority of River City Inc. Outstanding Debt Service
<i>Appendix F</i>	Parking Authority of River City Inc. Summaries of Parking Garage Agreements
<i>Appendix G</i>	Parking Authority of River City Inc. Certain Provisions of the Indenture and Lease
<i>Appendix H</i>	Form of Bond Counsel Opinion

OFFICIAL STATEMENT

LOUISVILLE/JEFFERSON COUNTY METRO GOVERNMENT PARKING AUTHORITY OF RIVER CITY INC. \$39,000,000* FIRST MORTGAGE REVENUE BONDS, SERIES 2009A \$17,500,000* FIRST MORTGAGE REVENUE REFUNDING BONDS, SERIES 2009B

INTRODUCTORY STATEMENT

This Official Statement, including the cover page and appendices, is furnished in connection with the offering of First Mortgage Revenue Bonds, Series 2009A (the "Series 2009A Bonds") and the First Mortgage Revenue Refunding Bonds, Series 2009B (the "Series 2009B Bonds" together with the Series 2009A Bonds, the "Series 2009 Bonds") of the Parking Authority of River City Inc. (the "Issuer"). The Series 2009 Bonds are to be issued under and in full compliance with the Constitution and Statutes of the Commonwealth of Kentucky (the "Commonwealth"), including Sections 58.010 through 58.180, inclusive, of the Kentucky Revised Statutes. The Series 2009 Bonds will be issued in accordance with a Mortgage and Trust Indenture dated as of December 1, 1985 (the "1985 Indenture"), a Supplemental Mortgage and Trust Indenture No. 1 dated as of April 1, 1989 (the "1989 Supplemental Indenture"), a Supplemental Mortgage and Trust Indenture No. 2, dated as of August 1, 1991 (the "1991 Supplemental Indenture"), a Supplemental Mortgage and Trust Indenture No. 3 dated as of August 1, 1994 (the "1994 Supplemental Indenture"), a Supplemental Mortgage and Trust Indenture No. 4, dated as of July 1, 1997 (the "1997 Supplemental Indenture"), a Supplemental Mortgage and Trust Indenture No. 5 dated as of April 1, 2001 (the "2001 Supplemental Indenture") and a Supplemental Mortgage and Trust Indenture No. 6 dated as of December 1, 2002 (the "2002 Supplemental Indenture") [hereinafter the 1985 Indenture, the 1989 Supplemental Indenture, the 1991 Supplemental Indenture, the 1994 Supplemental Indenture, the 1997 Supplemental Indenture, the 2001 Supplemental Indenture and the 2002 Supplemental Indenture shall be collectively referred to as the "Indenture"] between the Issuer and The Bank of New York Mellon Trust Company, NA, Louisville, Kentucky, as trustee (the "Trustee"). There has been executed and delivered a Lease dated as of December 1, 1985 (the "1985 Lease") between the Issuer, as lessor, and Louisville/Jefferson County Metro Government ("Louisville Metro"), as lessee, which 1985 Lease has been supplemented by a Supplemental Lease No. 1 dated as of April 1, 1989 (the "1989

* Preliminary, Subject to change.

Supplemental Lease"), a Supplemental Lease No. 2 dated August 1, 1991 (the "1991 Supplemental Lease"), a Supplemental Lease No. 3 dated July 1, 1997 (the "1997 Supplemental Lease") a Supplemental Lease No. 4 dated April 1, 2001 (the "2001 Supplemental Lease"), and a Supplemental Lease No. 5 dated December 1, 2002 (the "2002 Supplemental Lease") pursuant to which the Issuer leases to Louisville Metro the Consolidated Project, consisting of the public parking and garage facilities of Louisville Metro financed with bonds and notes issued pursuant to the Indenture. Concurrently with the execution and delivery of the 2002 Supplemental Indenture, a Supplemental Lease No. 5 will be executed and delivered, dated as of December 1, 2002 (the "2002 Supplemental Lease") between the Issuer, as lessor, and Louisville Metro, as lessee, of the Consolidated Project. (The 1985 Lease, the 1989 Supplemental Lease, the 1991 Supplemental Lease, the 1997 Supplemental Lease, the 2001 Supplemental Lease and the 2002 Supplemental Lease shall be hereinafter collectively referred to as the "Lease").

The Series 2009 Bonds will be payable in accordance with their terms, from, among other sources, payments to be made under the Lease and the net revenues of the Consolidated Project. The proceeds from the sale of the Series 2009A Bonds will be applied by the Issuer for the purpose of (a) financing the acquisition of the Louisville Arena Parking Garage, additional capital expenditures for public parking and garage facilities located in Louisville Metro and related expenditures (collectively, the "2009A Project") and (b) paying all costs incident to the issuance of the Series 2009A Bonds. See "THE 2009A PROJECT" for additional details. The proceeds from Series 2009B Bonds will be applied by the Issuer to establish an irrevocable escrow for the purpose of (a) paying the debt service as and when due, and the redemption price of a the outstanding Series 1997 Bonds to be redeemed on ____, 2009, and (b) paying all costs incident to the issuance of the Series 2009B Bonds. See "REFUNDING PROGRAM" for additional details

The issuance of the Series 2009 Bonds has been authorized and directed by Louisville Metro by an ordinance enacted by the Metro Council of Louisville Metro and by a Resolution of the Issuer adopted by the Board of Commissioners of the Issuer. The Issuer acts as the agency and instrumentality and constituted authority of Louisville Metro in connection with the financing of public parking facilities in Louisville Metro, in furtherance of the governmental and public purposes of Louisville Metro.

THE ISSUER

History of the Issuer

The Issuer (formerly known as the "City of Louisville Riverfront Corporation") was established on August 24, 1966, by the City of Louisville as a public body politic and corporate under the laws of the Commonwealth for the purpose of aiding and assisting the City of Louisville in the overall redevelopment of the downtown Riverfront area. City of Louisville Ordinance No. 158, Series 1980, which became effective March 1, 1980, changed the name of the City of Louisville Riverfront Corporation to "Parking Authority of River City Inc." In the November 7, 2000 General Election, local voters approved a consolidation of the governmental and corporate functions of the City of Louisville, Kentucky (the "City") and the County of Jefferson, Kentucky (the "County") into a single political entity, and pursuant to legislation enacted by the Kentucky General Assembly, the Louisville/Jefferson County Metro Government commenced operations effective January 6, 2003, replacing and superseding the governments of the City and the County. Louisville Metro pursuant to such consolidation adopted all previous ordinances and took over all operations of both the City and the County. The Issuer is a nonprofit, nonstock public corporation organized under the laws of the Commonwealth for the purpose of acquiring and improving interests in real estate and other property for governmental use by and the ultimate benefit of Louisville Metro and in the issuance of the Series 2009 Bonds is serving as an agency and instrumentality and constituted authority of Louisville Metro in financing the acquisition and construction of public parking facilities in furtherance of the governmental and public purposes of Louisville Metro.

Past Bonds of the Issuer

In November, 1971, the Issuer issued \$10,000,000 principal amount of its bonds (the "Series 1970 Bonds") to pay for the cost of acquiring and constructing the Riverfront Parking Garage and Belvedere.

In July of 1977, the Issuer sold \$14,070,000 of its Refunding and Improvement First Mortgage Bonds, Series of 1977 (the "Series 1977 Bonds"), the proceeds of which were used to refund and defease the Series 1970

Bonds, and to acquire the Kentucky Towers Parking Garage and expand same. The Kentucky Towers Parking Garage is now called the Seelbach Garage.

In April, 1980, the Issuer sold \$4,300,000 of its First Mortgage Revenue Bonds, Series of 1980 (the "Series 1980 Bonds") to complete the purchase of and expand the Seelbach Garage. In June, 1981 the Issuer sold \$6,500,000 of its First Mortgage Revenue Bonds, Series of June 1, 1981 (the "Series 1981 Bonds") to finance the costs of the construction of a new 750 space Galleria Garage. In July, 1981, the issuer sold \$3,000,000 of its First Mortgage Revenue Bond Anticipation Notes, Series of July 1, 1981 (the "Notes") to finance a portion of the costs of the construction of a new 350 space Kentucky Center for the Arts Parking Garage. The Notes were retired by the issuance of \$3,100,000 of the Issuer's First Mortgage Revenue Bonds, Series of April 1, 1983 (the "Series 1983 Bonds"). In June, 1984, the Issuer sold \$3,500,000 of its First Mortgage Revenue Bonds, Series of July 1, 1984 (the "Series 1984 Bonds") to finance the costs of the acquisition and construction of a new 494 space public parking garage on Broadway between Fourth Avenue and Third Street known as the Brown Hotel/Theatre Square Parking Garage.

In December, 1985, the Issuer sold \$30,560,000 of its First Mortgage Revenue Refunding and Improvement Bonds, Series of December 1, 1985 (the "Series 1985 Bonds"). The Issuer issued the Series 1985 Bonds to finance (a) the acquisition and construction of a 519-space parking garage in downtown Louisville called the 120 South Sixth Street Garage, (b) the acquisition of an existing 299-space parking garage in downtown Louisville called the Hess's Garage, and (c) the refunding and defeasance of the Series 1977 Bonds, the Series 1980 Bonds, the Series 1981 Bonds, the Series 1983 Bonds and the Series 1984 Bonds (collectively the "Defeased Bonds").

In December, 1986, the Issuer sold \$4,700,000 of its First Mortgage Bond Anticipation Notes, Series 1986-A, and the Issuer borrowed from Louisville Metro approximately \$635,657 at no interest, to finance the costs of acquisition and development of a public parking facility on Main Street between Second Street and Third Street in downtown Louisville. The Bond Anticipation Notes and loan are not secured by the mortgage lien or revenue pledge of the Indenture.

In April, 1989, the Issuer sold \$18,711,695 current value at issuance and \$59,675,000 accreted value at maturity of its First Mortgage Compound Interest Revenue Refunding and Improvement Bonds, Series 1989, dated May 11, 1989 (the "Series 1989 Bonds"). The Issuer issued the Series 1989 Bonds to finance (a) the refunding and redeeming on December 1, 1995, the Series 1985 Bonds in the principal amount of \$27,110,000 maturing on and after June 1, 1996, and (b) the cost, not otherwise provided, of a three bay addition to the 120 South Sixth Street Garage and a vehicular and pedestrian connection between the garage and Seventh Street known as Greenberg Way.

In August, 1991 the Issuer sold \$13,000,000 of its First Mortgage Revenue Bonds, Series 1991 (the "Series 1991 Bonds"). The Issuer issued the Series 1991 Bonds to finance the costs of acquisition and development of a public parking facility located on West Chestnut Street in downtown Louisville and the renovation of various parking garages included in the Consolidated Project.

Outstanding Bonds of the Issuer

In August, 1997, the Issuer sold \$30,900,000 of its First Mortgage Revenue Refunding Bonds, Series 1997 (the "Series 1997 Bonds"). The proceeds of the Series 1997 Bonds were applied to the refunding of all Series 1991 Bonds and a portion of the Series 1989 Bonds.

In April, 2001, the Issuer sold \$12,960,000 of its First Mortgage Revenue Refunding Bonds, Series 2001 (the "Series 2001 Bonds"). The proceeds of the Series 2001 Bonds were applied to the current refunding of all remaining outstanding Series 1989 Bonds on June 1, 2001.

In December, 2002, the Issuer sold \$19,480,000 of its First Mortgage Revenue Refunding Bonds, Series 2002 (the "Series 2002 Bonds"). The Issuer issued the Series 2002 Bonds to finance the costs of acquisition and construction of the Muhammad Ali Center parking garage.

A summary of bonds issued by the Issuer to be outstanding as of June 30, 2008, is shown below:

Series of Bonds	Principal Amount Outstanding as of June 30, 2008
Series 1997 Bonds.....	\$18,295,000
Series 2001 Bonds.....	\$ 7,685,000
Series 2002 Bonds.....	\$18,165,000
Total.....	\$44,145,000

Audited financial statements of the Issuer and annual reports of Louisville Metro are included as part of this Official Statement as Appendices A and D, respectively.

After the issuance of the Series 2009 Bonds the outstanding bonds of the Issuer will consist of the Series 2009A Bonds, the Series 2009B Bonds, the Series 2002 Bonds, and the Series 2001 Bonds, and any parity bonds which may be issued in the future (collectively hereinafter referred to as the "Bonds").

The Issuer's Board of Commissioners

The affairs and business of the Issuer are conducted by a Board of Commissioners (the "Board"). The Board of Commissioners consists of: the Director of Economic Development of Louisville Metro, or the Mayor's designee, the Chief Financial Officer of Louisville Metro, or a designee, a Secretary and three Commissioners appointed by the Mayor of Louisville Metro and approved by the Metro Council and selected from at least three names submitted by each of the following organizations: Louisville Area Chamber of Commerce, Louisville Central Area, Greater Louisville Central Labor Council and the Louisville Urban League.

In addition, the Mayor of Louisville Metro has the authority to appoint up to two ex-officio, non-voting, members to the Board.

Present members of the Board are as follows:

Chairman:	C. Bruce Traughber Director, Economic Development
Secretary:	Patti Clare
Treasurer:	Kevin Moore Chief Financial Officer
	Linda Taylor Commissioner
	Carol Hensley Commissioner

The Executive Director of the Issuer is Cathy M. Duncan. The address of the executive offices of the Issuer is 514 South Fourth Street, Louisville, Kentucky 40202.

DESCRIPTION OF THE SERIES 2009 BONDS

General

The Series 2009 Bonds will be issued in the aggregate principal amount of \$56,500,000* and will be dated and will bear interest from March 4, 2009, payable on December 1, 2009, and semiannually thereafter on June 1 and December 1 of each year (each, an "Interest Payment Date"), at the rates per annum, and will mature, as set forth on the cover page of this Official Statement.

The Series 2009 Bonds initially will be issued as one fully registered bond for each maturity, each in the aggregate principal amount for such maturity as set forth on the cover page of this Official Statement and shall be delivered to and initially registered in the name of Cede & Co., as registered owner and nominee for DTC. The principal of and interest on the Series 2009 Bonds will be paid by the principal corporate trust office of The Bank of New York Mellon Trust Company, NA, Louisville, Kentucky, as Trustee (the "Trustee"). As long as DTC or its nominee, Cede & Co., is the registered owner of the Series 2009 Bonds, such payments will be made directly to Cede & Co. See "Book-Entry-Only System".

If for any reason the book-entry-only system is discontinued, Series 2009 Bond certificates will be delivered as described in the Resolution of the Issuer and the Beneficial Owner, upon registration of certificates held in the Beneficial Owner's name, will become the Bondholder. Thereafter, Series 2009 Bonds may be exchanged for an equal aggregate principal amount of Series 2009 Bonds in other authorized denominations and of the same maturity, upon surrender thereof at the principal corporate trust office of the Trustee. The transfer of any Series 2009 Bond may be registered on the books maintained by the Trustee for such purpose only upon the surrender thereof to the Trustee with a duly executed assignment in form satisfactory to the Trustee. For every exchange or registration of transfer of Series 2009 Bonds, the Company and the Trustee may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer, but no other charge may be made to the owner for any exchange or registration of transfer of the Series 2009 Bonds. The Trustee will not be required to register the transfer or exchange of any Series 2009 Bond during the period from each Record Date (as provided in the Resolution) to the next succeeding Interest Paying Date or during the forty-five (45) days preceding the date of redemption, if such Series 2009 Bond (or any part thereof) is eligible to be selected or has been selected for redemption.

In the event that the book-entry-only system is discontinued, principal of the Series 2009 Bonds will be payable upon surrender of such Series 2009 Bonds at the principal corporate trust office of the Trustee when the Series 2009 Bonds become due, and interest on the Series 2009 Bonds will be payable on each Interest Payment Date by check or draft mailed to the Bondholders by the Trustee as of the close of business on the Record Date.

Book-Entry-Only System

DTC will act as securities depository for the Bonds. The Registration and Paying Agent will register all Bonds in the name of Cede & Co. (DTC's partnership nominee). DTC will receive one registered certificate for each maturity.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the same law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934, as amended. DTC holds securities that its participants ("Direct Participants") deposit with DTC. DTC also facilitates the settlement among Direct Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerized book entry changes in Direct Participants' accounts, thereby eliminating the need for physical movement of securities certificates.

* Preliminary, subject to adjustment

Direct Participants include securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is owned by a number of its Direct Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc., and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). The Rules applicable to DTC and the Participants—that is, its Direct and Indirect Participants—are on file with the Securities and Exchange Commission.

Purchases of the Bonds under the DTC System must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. A Beneficial Owner will not receive a written confirmation from DTC of a purchase, but a Beneficial Owner is expected to receive a written confirmation providing details of the transaction, as well as periodic statements of the said Beneficial Owner's holdings, from the Direct or Indirect Participants through which the Beneficial Owner entered into the transaction.

Transfers of ownership interests in the Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book-entry system for the Bonds is discontinued.

To make the system work more smoothly, all Bonds deposited by Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. This does not affect the beneficial ownership of any Bond. DTC has no idea who the Beneficial Owners of the Bonds are; its records show only the identity of the Direct Participants to whose accounts the Bonds are credited, which may or may not be the Beneficial Owner's. The Participants will remain responsible for keeping account of their holdings on behalf of their customers.

So long as Cede & Co. is the registered owner of the Bonds, as nominee for DTC, references to the Bond owners means Cede & Co. and not the Beneficial Owners.

Notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any legal requirements.

The Registration and Paying Agent will send redemption notices to Cede & Co. If less than all of the Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant to be redeemed.

Neither DTC nor Cede & Co. will consent or vote with respect to the Bonds. Under its usual procedures, DTC mails an Omnibus Proxy to Direct Participants as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants.

We will make principal and interest payments on the Bonds to DTC through the Registration and Paying Agent. DTC's practice is to credit Direct Participants' accounts on the payable date in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the payable date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of the Participant and not of the Metropolitan Government, the Registration and Paying Agent, or DTC, subject to any legal requirements. We are responsible for sending payments to the Registration and Paying Agent, and the Registration and Paying Agent is responsible for sending payments to DTC. DTC is responsible for disbursing those payments to Direct Participants. Both Direct and Indirect Participants are responsible for disbursing those payments to the Beneficial Owners.

DTC may discontinue providing its services as securities depository with respect to the Bonds at any time by giving reasonable notice to us. Under such circumstances, in the event that a successor securities depository is not obtained, bond certificates are required to be printed and delivered at our expense.

We may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). If that happens, bond certificates will be printed and delivered at our expense.

The information in this section about DTC and DTC's book-entry system has been obtained from DTC; we take no responsibility for its accuracy.

No one can give any assurance that DTC, Direct Participants, or Indirect Participants will promptly transfer payments or notices received with respect to the Bonds. We are not responsible for the failure of DTC, Direct Participants, or Indirect Participants to transfer to the Beneficial Owner payments or notices received with respect to the Bonds.

No one can give any assurance that DTC will abide by its procedures or that its procedures will not be changed. In the event that we designate a successor securities depository, the successor may establish different procedures.

Redemption Provisions

Optional Redemption. The Series 2009A Bonds maturing on or before December 1, 2019 will not be subject to optional redemption prior to their respective maturity dates. The Bonds maturing on and after December 1, 2020 may be redeemed prior to their respective maturity dates at the option of the PARC on or after December 1, 2019, in whole or in part at any time at par, together with accrued interest thereon.

The Series 2009B Bonds are not subject to optional redemption prior to maturity.

Mandatory Redemption. The Series 2009A Bonds due June 1, 2009, shall be subject to mandatory sinking fund redemption prior to maturity (said Series 2009A Bonds to be selected in such manner as the Trustee may determine) at a redemption price of 100% of the principal amount thereof to be redeemed, plus interest to be accrued to the redemption date, on the dates and in the years and in the principal amounts as follows:

Date of Redemption	Principal Amount
	\$
	\$ (maturity)

The Series 2009B Bonds are not subject to mandatory sinking fund redemption prior to maturity.

The Series 2009 Bonds may be purchased by the Trustee from time to time for such prices (but not exceeding the greater of (i) the principal amount thereof, or (ii) on or after the first optional redemption date, the optional redemption price), in such amounts and in such manner (whether after advertisement for tenders or otherwise) as the Trustee, with the written consent of the Issuer, may determine.

The Series 2009 Bonds will be redeemed or purchased according to the foregoing provisions only in integral multiples of \$5,000.

Upon surrender of any Series 2009 Bond for redemption in part only, the Trustee shall authenticate and deliver to the owner thereof a new Series 2009 Bond or Series 2009 Bonds of authorized denomination with the same maturity date and interest rate as the unredeemed portion of the Series 2009 Bond surrendered.

Notice of Redemption

Notice of redemption of any Series 2009 Bonds shall be given by the Trustee not less than 45 days prior to the redemption date to the registered owners of the Series 2009 Bonds to be redeemed, at their addresses appearing

on the registration books kept by the Bond Registrar. Failure to give any such notice by mail to any owner will not affect the validity of the proceedings for the redemption of Series 2009 Bonds with respect to other owners. After a redemption date, no further interest shall accrue on any Series 2009 Bond called for redemption if payment of the redemption price has been duly made or provided for pursuant to the Indenture.

Extraordinary Redemption

The Trustee may, and upon written request of the registered owners of not less than 25% in aggregate principal amount of the bonds then outstanding under the Indenture, shall, declare the entire principal amount at the redemption date on the Series 2009 Bonds to be immediately due and payable upon the occurrence of an "Event of Default" as described in the Indenture, subject, however, to rescission of such declaration and annulment of the default upon the remedying thereof.

Purchase of Bonds

The Issuer, with the express written consent of Louisville Metro, may, so long as no Event of Default is existing, direct the Trustee to purchase Bonds Outstanding under the Indenture at a price not to exceed the principal and premium, if any, payable thereon.

SOURCE OF PAYMENT

The Series 2009 Bonds will be legal, valid and binding limited obligations of the Issuer in accordance with their terms. The Series 2009 Bonds and the interest thereon do not and shall not constitute an indebtedness of the Issuer or of Louisville Metro or the Commonwealth within the meaning of the Constitution and laws of the Commonwealth or a pledge of the faith and credit of the Issuer or Louisville Metro or the Commonwealth, but are and shall be payable solely from and secured on a parity with the outstanding Series 1997 Bonds, Series 2001 Bonds and Series 2002 Bonds, and any parity bonds and notes issued hereafter under the terms of the Indenture, solely by the "Security" described below, and neither the Issuer, nor Louisville Metro, nor the Commonwealth is or shall be obligated to pay the Series 2009 Bonds except from the Security. The issuance of the Series 2009 Bonds shall not directly, indirectly or contingently obligate the Issuer, Louisville Metro or the Commonwealth to levy or to pledge any taxes whatsoever for the payment of the Series 2009 Bonds or to make any appropriation for such payment except from the Security.

The "Security" includes:

- (1) The Lease and Supplemental Lease, the rentals payable thereunder, and the Net Revenue (as hereinafter defined) pledged to secure the payment of such rentals. *See* "SOURCE OF PAYMENT - The Lease."
- (2) All right, title and interest of the Issuer and Louisville Metro in the Consolidated Project and all rents, profits and income derived therefrom. *See* "SOURCE OF PAYMENT - First Mortgage Lien."
- (3) All of the Issuer's rights and interest in any and all awards and payments, including without limitation insurance proceeds, together with any interest accrued thereon, and the right to receive the same, which may be made with respect to all or any part of the Consolidated Project as a result of (i) the exercise of the right of eminent domain, (ii) the alteration of the grade of any street, (iii) any loss or damage to any building or other improvement or property constituting a part of the Consolidated Project, or (iv) any other injury to or decrease in the value of the Consolidated Project.
- (4) All moneys in the Funds and Accounts established under the Indenture, including the proceeds of Series 2009 Bonds, or any bonds ranking on a parity therewith (hereinafter collectively referred to as the "Bonds") and all investment income thereon. *See* "FLOW OF FUNDS".

In consideration of the purchase of bonds authorized under the Indenture and the obligations of the Trustee under the Indenture and Supplemental Indenture and to secure payment of the Bonds and interest thereon and the performance of the Issuer's obligations under the Bonds and the Indenture and the Supplemental Indenture, the Issuer in the Indenture conveys, pledges, assigns, mortgages and grants a security interest in the Security to the Trustee and its successors and assigns under the Indenture.

The foregoing lien is subject to Permitted Encumbrances. *See* "Appendix G - Summary of Certain Provisions of the Indenture and the Lease" to this Official Statement. The foregoing lien does not apply to amounts set aside for the payment of Bond Anticipation Notes or for payment of Bonds defeased but not yet fully paid and discharged, to the extent permitted by the Indenture. The foregoing lien does not apply to any of Louisville Metro's public parking meters, except to the extent of the Net Revenues therefrom.

On July 3, 2009, the Issuer will enter into an Agreement for Purchase and Sale of Real Estate (the "Agreement") with the Louisville Arena Authority, Inc., a no-stock, nonprofit Kentucky corporation, whereby the Issuer agreed to purchase from the Louisville Arena Authority, Inc. the Louisville Arena Parking Garage at a "Purchase Price" (as defined in the Agreement) equal to (a) the Agreed Price (as defined below) plus, (b) the amount of revenues from operation of the parking garage remaining, if any, after payment of reasonable and necessary operation costs of the parking garage, including the establishment of a reasonable maintenance reserve fund and payment of debt service on the Series 2009 Bonds, a portion of the proceeds of which will be applied to fund a debt service reserve fund. The Agreed Price is to be paid at the closing of the parking garage less any periodic payments made by Issuer or already advanced by Issuer to the Louisville Arena Authority, Inc. pursuant to the terms of the Agreement. The portion of the Purchase Price payable under subsection (b) above shall be payable to the Louisville Arena Authority, Inc. annually on or before January 1 of each year (based on revenue and expenses in the preceding fiscal year). The revenues described in subsection (b) above (herein the "Excess Revenues") shall not be considered as part of Net Revenues of the Consolidated System, but are on-going payment of the Purchase Price of the Louisville Arena Parking Garage. The Agreed Price is \$_____. The Agreed Price may be adjusted pursuant to written change orders or other written agreements but only if agreed to by the Issuer.

The Lease

The Issuer has leased to Louisville Metro the Consolidated Project pursuant to the terms of the Lease dated as of December 1, 1985. Louisville Metro has continuous exclusive options to renew the Lease on July 1 of each year, for a period of one year, and thereafter from year to year through December 1, 2032. For as long as the Lease remains in force, Louisville Metro agrees to pay rentals in an amount sufficient to pay all principal installments of, redemption price, if applicable, and interest on the Bonds, plus the costs of operation, maintenance and insurance. The Lease is automatically renewed on July 1 of each year unless Louisville Metro gives notice of its decision not to exercise the option to renew for the succeeding year. During each annual renewal period, the covenant and agreement of Louisville Metro to pay rentals sufficient to pay all principal, redemption price and interest on the Bonds, plus the costs of operation, maintenance and insurance on the Consolidated Project constitute full faith and credit obligations of Louisville Metro.

To secure its obligations under the Lease, which obligations are unqualified full faith and credit obligations during each annual period of renewal of the Lease, Louisville Metro has further pledged certain "Net Revenue" consisting of (i) all amounts collected by Louisville Metro during any lease term from public parking meters installed within the boundaries of Louisville Metro, less all costs paid or incurred by Louisville Metro during such term as current expenses respecting such public parking meters (including a reasonable reserve for the cost of acquisition and installation of additional parking meters in previously unmetered areas and to replace worn-out, defective and obsolete parking meters), subject to the right of Louisville Metro in the exercise of its police powers to sell, lease, dispose of or remove any public parking meters to the extent deemed necessary or appropriate, and (ii) all amounts collected by Louisville Metro during any lease term as a result of its leasehold interest in and operation of the public parking garages constituting the Consolidated Project, including without limitation all fees and charges collected for parking within the Consolidated Project and all rental payments collected by Louisville Metro from the sublease of all or any portion of the Consolidated Project, and all rental payments collected by Louisville Metro from the sublease of all or any portion of the Consolidated Project, without reduction for any current expenses with respect to the Consolidated Project paid or incurred by Louisville Metro during such period. Included (but not by way of limitation) in the Net Revenue are (1) the revenues derived from the lease of a site on the east side of the

Riverfront Parking Garage to the Home Supply Company (The Galt House Hotel), (2) certain revenues derived from the Galleria Agreement and the Arts Center Agreement, described in the Appendix F to this Official Statement, and (3) other pledged sources, as more fully described elsewhere herein.

The Net Revenue is to be deposited directly by Louisville Metro with the Trustee or other depositories for deposit into the Revenue Fund established under the Indenture. During the term of the Lease, all payments so made will be credited upon rentals due from Louisville Metro, and to the extent rentals and other payments are in excess of the amounts required to be deposited in the Bond Fund and the Depreciation Fund under the Indenture, the excess shall be deposited in the Operation Fund under the Indenture and utilized for the costs of operating, maintaining and insuring the Consolidated Project. *See "FLOW OF FUNDS."*

First Mortgage Lien

All facilities constituting the Consolidated Project, together with any additional parking facilities and/or other properties financed by future parity bonds, are subject to a first mortgage lien in favor of the Trustee for the holders of the Bonds to secure payment thereof. The on-street public parking meters owned by Louisville Metro are not and will not be subject to such mortgage lien in favor of the holders of the Bonds.

THE 2009A PROJECT

The proceeds from the sale of the Series 2009A Bonds will be applied by the Issuer for the purpose of financing (i) the acquisition of the Louisville Arena Parking Garage (as more particularly described below), and (ii) additional capital expenditures for public parking and garage facilities located in Louisville Metro and related expenditures.

THE GARAGE DESCRIPTION

The Louisville Arena Parking Garage will consist of three stories and shall contain at least 750 parking spaces. The Louisville Arena Parking Garage will be located in downtown Louisville, Kentucky on real property situated near the Second Street Bridge and bounded by River Road on the north, Second Street on the east, Third Street on the west and Main Street on the south.

The following shall not be part of the parking garage:

- (1) Additional or specialty sized columns, or supports and foundations required to support the plaza and Arena lobby to be identified in the construction drawings;
- (2) Any wiring, conduits, piping or plumbing serving the Arena, Arena lobby or plaza, which passes through the parking garage;
- (3) All structures constructed above the ceiling of the parking garage;
- (4) Any walls or supports which are needed for the Arena but not required for the parking garage;
- (5) Plaza water proofing; and
- (6) Loading dock area serving the Arena.

THE REFUNDING PROGRAM

Pursant to an "Escrow Agreement" dated as of _____, 2009 entered into between the Issuer and _____ (the "Escrow Agent"), the refunding and redemption of all of the Series 1997 Bonds will be accomplished by creating an irrevocable escrow account (the "Escrow Account") to be held by the _____ as Escrow Agent and depositing therein United States Government Obligations maturing when needed to pay the obligations due under

the Escrow Agreement. The monies needed to fund the Escrow Account will be paid from proceeds of the Series 2009B Bonds.

The Government Obligations in the Escrow Account will bear interest at such rates and will be scheduled to mature at such times and in such amounts so that, when paid according to their respective terms, sufficient moneys, together with amounts of cash then on deposit in the Escrow Account, will be available to provide fully for the payment of redeeming all outstanding Series 1997 Bonds maturing December 1, 2009 – 2020 and the associated redemption price of the outstanding Series 1997 Bonds to be redeemed.

All cash and Government Obligations on deposit with the Escrow Agent, including interest earned thereon, are pledged solely and irrevocably for the benefit of the owners of the Series 1997 Bonds.

SOURCES AND USES OF FUNDS*

The following itemization sets forth the sources and uses of funds in connection with the issuance of the Series 2009A Bonds.

2009A	
Sources:	
Principal Amount of Bonds	\$39,000,000*
Net Original Issue Premium (Discount)	\$
Total Sources	\$
Uses:	
Deposit to Construction and Acquisition Fund	\$
Deposit to Debt Service Reserve Fund	\$
Capitalized Interest Account	\$
Issuance Costs**	\$
Underwriter's Discount	\$
Contingencies	\$
Total uses	\$

The following itemization sets forth the sources and uses of funds in connection with the issuance of the Series 2009B Bonds.

2009B	
Sources:	
Principal Amount of Bonds	\$17,500,000*
Net Original Issue Premium (Discount)	\$
Total Sources	\$
Uses:	
Escrow Securities and Cash	\$
Issuance Costs**	\$
Underwriter's Discount	\$
Contingencies	\$
Total uses	\$

* Preliminary; subject to change.

** Includes financial advisor, legal costs, ratings; printing, advertising and miscellaneous costs.

THE PARKING SYSTEM

The Issuer operates and maintains, on behalf of Louisville Metro, the Riverfront Parking Garage, the Seelbach Parking Garage, the 4th Street Live Garage, the Kentucky Center for the Arts Parking Garage, the Brown Hotel/Theater Square Parking Garage, the 120 South Sixth Street Garage, , the Fifth Street Parking Garage, the Eighth & Main Parking Garage, the First & Main Garage and the Muhammad Ali Garage (the "Consolidated Project"). The Issuer also operates and maintains, on behalf of Louisville Metro, certain of Louisville Metro's surface parking lots located within Louisville Metro limits. The Consolidated Project constitutes a public Project within the meaning of Chapter 58 of the Kentucky Revised Statutes. The Consolidated Project is available to the public on a first-come, first-served basis for both monthly and daily or hourly parking. The day-to-day management of each of the Issuer's Garages is conducted by private corporations pursuant to short-term management contracts let on a competitive basis. See "Appendix F - Summaries of Parking Garage Agreements" to this Official Statement.

The Riverfront Parking Garage

Originally financed with bond proceeds in 1970 and later refinanced with a portion of the proceeds of the Series 1977 Bonds, the present Riverfront Parking Garage was completed in 1972. The facility is located between Fourth and Sixth Streets and Main Street and River Road along the riverfront development in downtown Louisville, Kentucky. The 714-room Galt House Hotel, which was opened in 1972, is at Fourth Street and River Road adjacent to the Riverfront Parking Garage.

The office buildings, One Riverfront Plaza and the American Life and Accident Insurance Company, are also adjacent to the Riverfront Parking Garage on Main Street and the 38-floor First National Tower and the 27-floor Humana Building are directly across Main Street from the Riverfront Parking Garage. There is an open-air Belvedere situated on top of the Garage, which is landscaped with trees, plantings and fountains. The Belvedere is well lighted and maintained, and is a very popular attraction in the downtown Riverfront area. Numerous attractions, including concerts, festivals and various other activities, are held throughout the warm months.

The three level Riverfront Parking Garage is constructed of reinforced concrete, containing approximately 1,925 lined parking spaces. Supporting columns 56 feet apart, providing a free span, and there are no obstructions in the driving lanes and parking area. There are three combination elevator-stairway towers and seven stairway towers leading from the first level of parking to the Belvedere level on top of the Riverfront Parking Garage.

The entire parking structure is completely illuminated by high-pressure sodium fixtures throughout with entrance and exit ramps in five separate locations. These ramps are intensively illuminated to reduce the transition between inside and outside lighting. Entrances and exits are on both Fourth and Sixth Streets and the 3rd level of the Riverfront Parking Garage has an entrance and exit from the Fourth Street elevated ramp. The Galt House Hotel is adjacent to and at the east end of the Riverfront Parking Garage and has a main lobby entrance from the Fourth Street ramp with a porch extending over the ramp.

Traffic circulation within the Riverfront Parking Garage is counterclockwise, with two "up" ramps on each of the first and second levels at the south side of the Riverfront Parking Garage, and two "down" ramps from each of the second and third levels located on the north side of the Riverfront Parking Garage. All driving lanes, parking bays, garage levels; elevator-stairway towers and stairways are brightly lighted with metal halide fixtures and signs to provide for security and easy recognition from a distance. All parking spaces in the Riverfront Parking Garage are within 150 feet of an elevator or stairway.

The Riverfront Parking Garage is equipped with modern sophisticated ticket dispensing machines, automatic counting devices and cashier booths to minimize the delays for cars entering and exiting during peak rush hours. The Riverfront Parking Garage is managed and operated pursuant to short-term management contract.

Seelbach Parking Garage

A portion of the bond proceed from the Series 1977 Bonds was used to purchase an existing 318 space parking garage located at Fifth and Muhammad Ali Boulevard known as the Seelbach Parking Garage. The

Seelbach Parking Garage has been expanded to a total parking capacity of 952 spaces. This expansion was financed from the proceeds of the Series 1980 Bonds.

The Seelbach Parking Garage is adjacent to the Seelbach Hotel, which has been completely renovated and is in the immediate vicinity of the Galleria shopping area. The Seelbach Parking Garage is managed and operated pursuant to a short-term management contract.

4th Street Live Garage

Construction began in late 1979 on a new shopping and office complex on River City Mall (now Fourth Street between Liberty Street and Muhammad Ali Boulevard), containing an area of 218,700 square feet of land.

The 4th Street Live Garage was constructed approximately mid-way between Liberty Street and Muhammad Ali Boulevard, on the east side of Fifth Street. A total of 729 spaces are located on ten sloping floors.

Entrance to the garage is at street level. One-way traffic circulation is provided on the scissored sloping levels having crossovers at each parking level. Automatic gates, card reader, and ticket spitters are used to control the garage access and insure revenue collection. An automatic "Full" indicator is used at the entrance to prevent entry to the parking facility when all spaces are occupied.

Pursuant to a Development Agreement dated August 11, 2008 entered into among Center City Master Developer, Inc., Louisville Metro, the Metro Development Authority and the Issuer, Louisville Metro has agreed to cause the Issuer to convey marketable fee simple title to the 4th Street Live Garage to Center City Master Developer, Inc. for a purchase price of \$2,700,000. This conveyance, however, is subject to numerous contingencies and is part of an expansion and revitalization of an urban retail/entertainment/office complex area known as "Center City" in downtown Louisville Metro.

Kentucky Center for the Arts Parking Garage

The Kentucky Center for the Arts, located at the northeast corner of Main and Sixth Streets, provides the Commonwealth of Kentucky and Louisville Metro of Louisville with a facility for increased professionalism in the performing arts. This facility is primarily utilized for performances by the Kentucky Opera Association, the Louisville Children's Theatre, the Louisville Orchestra, The Louisville Ballet, The Louisville Theatrical Association and touring Broadway and other shows. Special requirements identified by the artists and administrators of the local performing arts groups are incorporated in the design of the Kentucky Center for the Arts to provide a facility that is used for rehearsals and performances.

Construction of the Kentucky Center for the Arts Parking Garage to serve the general public was financed with proceeds of bond anticipation notes in 1981 and refinanced with proceeds of the Series 1983 Bonds. The facility is located underground and contains 341 parking spaces on two levels. The two levels are accessed from the street by a single entrance and two exists located on level two. A total of 195 spaces are located on level one, the lower level, and 146 spaces on level two.

Ramps are used with flat decks to provide a basic one-way operation having 60-degree angle parking. Pedestrian access from the parking decks into the Kentucky Center for the Arts is provided by both elevators and stairways. The Kentucky Center for the Arts Parking Garage is managed and operated pursuant to short-term management contract.

Brown Hotel/Theater Square Parking Garage

The Series 1984 Bonds were issued to provide the construction of the 494-space parking garage near Broadway between Fourth Street and Third Street. The Brown Hotel/Theatre Square Parking Garage is a 158,600 square foot, post-tensioned concrete structure containing parking spaces on four and one-half levels. The Brown Hotel/Theatre Square Parking Garage is linked to the Brown Hotel with an 840 square foot elevated, glass enclosed, pedestrian walkway. Other features of the Brown Hotel/Theatre Square Parking Garage include a decorative brick

and limestone facade on the west elevation, two stair towers, and two elevators at the elevated pedway. The demand for this garage has been generated from redevelopment of the Broadway area, which was approximately a \$40,000,000 project financed by the Commonwealth of Kentucky, the County of Jefferson, Louisville Metro and others. The development consisted of the renovation of the historic Brown Hotel, retail shopping areas and a public square. The Brown Hotel/Theatre Square Parking Garage is managed and operated pursuant to a short-term management contract.

120 South Sixth Street Garage

A portion of the Series 1985 Bond proceeds was used to provide for the construction of a public parking garage with two bays and 519 parking spaces and located at 120 South Sixth Street in downtown Louisville. A third bay was completed with a portion of the proceeds of the Series 1989 Bonds increasing the total number of parking spaces in the garage to 772. The 120 South Sixth Street Garage is designed with dual-lane vehicular entrances and exists on Sixth Street (east side) with the expectation of future provisions for single-lane entrance and exit to Seventh Street. The 120 South Sixth Street Garage is managed and operated pursuant to a short-term management contract.

Fifth Street Parking Garage

The construction of the Fifth Street Parking Garage began September 1, 1990 and opened August 21, 1991. The 671-space garage sets between Fifth and Fourth Streets. The first level of the Fifth Street Parking Garage has approximately 16,000 square feet of retail space which houses a day care center in approximately 9,700 square feet and will house a restaurant, Cunningham's, in the remaining 6,300 square feet. The day care lease with AEGON USA was renewed on May 1, 2001 and will expire April 30, 2006. The Cunningham's restaurant lease is currently under negotiation. The Issuer purchased the Fifth Street Parking Garage from the Paragon Group after its completion as a design-build project for approximately \$6,600,000, raised through the sale of revenue bonds. The Fifth Street parking Garage is to serve primarily the headquarters of the Kindred Health Care Group located at Fifth and Broadway. The Fifth Street Parking Garage is managed and operated pursuant to a short-term management contract.

Eighth & Main Parking Garage

The construction of the Eighth & Main Parking Garage started in late 1995 and began operation in May of 1996. The Eighth & Main Parking Garage was constructed without the issuance of additional bonds. The 506-space garage sets behind the Hillerich & Bradsby Bat Museum and Factory on the corner of Eighth and Main Streets. A 120-foot tall model of the famed Louisville Slugger baseball bat stands at the entrance to the Louisville Slugger Museum and Visitor Center. The new entertainment center is the focal point on the rejuvenated historic warehouse area on West Main Street. In addition to the Museum and bat factory, the center includes a theater, a museum gift shop, restaurant and, the corporate office of Hillerich & Bradsby.

First & Main Parking Garage

The First & Main Parking Garage is located at 101 East Main Street. Construction began in the fall of 2001 and began operation in December, 2002. The parking structure contains approximately 12,000 square feet of retail space located on the first floor, which houses the University of Louisville Fine Arts Studio and classroom space. The facility contains 647 parking stalls of which 100 parking stalls are owned by Humana Incorporated. The garage construction was reliant on PARC obtaining land that was owned by Humana Incorporated, therefore, as compensation for the land Humana Incorporated was guaranteed a number of parking spaces equal to the value of the land

Muhammad Ali Garage

The Muhammad Ali Garage is a six level 340 space parking garage near Sixth and Main Streets that will serve as the foundation for the Muhammad Ali Center. The garage consists of five levels 344 public parking stalls and 90 parking stalls owned by the Muhammad Ali Center. As it was critical that the design of the parking garage was coordinated with the design of the Muhammad Ali Center, the Center funded the design and project management of the garage construction in return for the ownership and control of 90 parking stalls. The garage provides daily and event parking for the Muhammad Ali Center as well as monthly parking for surrounding businesses.

Surface Parking Lots

The Issuer controls four surface parking facilities. These lots are known as the Life Savers Lot (formerly Ninth & Washington Lot) the Happy Birthday Lot, the Wharf Parking Lot, and the River Road Parking Lot.

The Life Savers Lot is located at 901 West Washington Street. The Life Savers Lot began operation in March 1994 and contains 125 parking spaces. The name was changed in August 2002 from the Ninth & Washington Lot to the Life Savers Lot. The lot provides daily and event parking for the Frazier Historical Arms Museum as well as provides monthly parking for employees of the Museum and surrounding businesses. The Happy Birthday Lot began operation in August 2002. The Happy Birthday Lot is located at 920 West Main Street and contains 17 monthly parking spaces. The lot was dedicated to the Hill sisters who wrote the Happy Birthday song.

The Wharf Parking Lot is located at 131 River Road and is part of the Waterfront Development Project. The Wharf Parking Lot began operations in March 1994 and contains 276 parking spaces, which are used primarily for short-term transient parking.

All of the surface lots are managed and operated pursuant to a short-term management contract.

On-Street Parking Facilities

Substantially all available curb parking spaces in the central downtown areas of Louisville are metered. Of the total number of meters, 58% have a one-hour maximum time; and limits run from 15 minutes to 10 hours. Although none of the meters and none of the metered curb-parking spaces are a part of the Consolidated Project, Louisville Metro has pledged the net revenues derived from all of its on-street parking meters as security for the Bonds.

FLOW OF FUNDS

Establishment of Funds and Accounts

The Indenture establishes the following Funds and Accounts:

1. Construction and Acquisition Fund, to be held by the Trustee;
2. Revenue Fund, to be held by a Depository;
3. Bond Fund, to be held by the Trustee, including:
 - (a) Bond Service Account,
 - (b) Reserve Account, and
 - (c) Bond Purchase Account;
4. Depreciation Fund, to be held by a Depository; and
5. Operation Fund, to be held by a Depository.

Reference is made to the "Summary of Certain Provisions of the Indenture and the Lease" in the Appendix to this Official Statement for the definitions of certain capitalized words and terms used in this description of the flow of funds.

Application of Series 2009A Bond Proceeds.

Construction and Acquisition Fund. A portion of the proceeds of the Series 2009 Bonds shall be deposited in the Construction and Acquisition Fund and shall be used and applied, with other available funds, to the costs of capital improvements and projects which may be added to the Consolidated Project upon receipt by the Trustee of requisitions as required by the Indenture. To the extent that other moneys are not available therefor, amounts in such Construction and Acquisition Fund shall be applied to the payment of principal of premium, if any, and interest on all outstanding Bonds when due. Any balance in the Construction and Acquisition Fund not reserved by the Issuer for the payment of any costs of capital improvements and projects shall be transferred by the trustee to the credit of the Revenue Bond.

Application of Revenues. All Revenues received by the Issuer from and after the date of delivery of the Series 2009 Bonds, and not required by the Indenture to be deposited elsewhere shall continue to be deposited as received with a Depository to the credit of the Revenue Fund and applied as described below.

Bond Fund. On the first business day of each month the Issuer shall withdraw from the Revenue Fund and deposit with the Trustee the following amounts in the following order at the following times:

(a) to the credit of the Bond Service Account, one-sixth of the amount necessary to pay interest on all Bonds of each series then Outstanding on the interest payment date next succeeding, except to the extent that such amounts shall be payable from amounts available from other sources; provided, however, that the amount so deposited on account of interest in each month after the delivery of the Bonds of any series up to and including the month immediately preceding the first interest payment date thereafter of the Bonds of such series shall be that amount which when multiplied by the number of such months will be equal to the amount of interest payable on such Bonds on such first interest payment date and that the amount required to be so deposited shall be reduced by any accrued interest paid on such Bonds and any other amounts deposited with the Trustee to the credit of the Bond Service Account for the payment of interest;

(b) to the credit of the Bond Service Account one-twelfth, in the case of annual payments of Principal Installments, or one-sixth in the case of semiannual payments of Principal Installments, of the next Principal Installment of all Bonds of each series then Outstanding whether by reason of maturity or redemption by operation of sinking fund installments, except to the extent that such amounts shall be payable from amounts available from other sources; provided, however, that such amount so deposited on account of Principal Installments in each month after the delivery of the Bonds of any series up to and including the month immediately preceding the first Principal Installment payment date thereafter of the Bonds of such series shall be that amount which when multiplied by the number of such months will be equal to the amount of the Principal Installment payable on such Bonds on such first Principal Installment payment date and that the amount required to be so deposited shall be reduced by any other amounts deposited with the Trustee to the credit of the Bond Service Account for the payment of such Principal Installments; and

(c) to the credit of the Reserve Account, such amount as may be required to make the amount then to the credit of the Reserve Account equal to the Bond Reserve Requirement; provided, however, that the resolution of the Issuer authorizing the issuance of a series of Bonds shall provide for payments into the Reserve Account from the proceeds of such series of Bonds or for required payments from the Revenue Fund into the Reserve Account in accordance with a schedule of such payments set forth in such Supplemental Indenture, or for some combination of the foregoing.

Application of Series 2009B Bond Proceeds. The proceeds of the Series 2009B Bonds shall be delivered to the Escrow Agent for the purchase of the Government Obligations and cash to be deposited in the

Refunding Fund and applied for the purposes of the Escrow Agreement. An amount necessary to pay costs of issuance of the Series 2009B Bonds shall be held by the Issuer and applied to that purpose.

The Trustee shall, from time to time, withdraw moneys from the Bond Service Account and then (to the extent necessary) from the Bond Purchase Account in order to: (i) pay interest on the Bonds as such interest becomes due, and (ii) set aside or deposit in trust with the Paying Agent, if any, sufficient moneys for paying Principal Installments for all Bonds as such Principal Installments become due.

Moneys held for the credit of the Reserve Account shall be used for the purpose of paying interest on or the Principal Installment of the Bonds whenever and to the extent that moneys held for the credit of the Bond Service Account and the Bond Purchase Account shall be insufficient for such purpose. If at any time the amounts held for the credit of the Reserve Account shall exceed the Bond Reserve Requirement, such excess shall be transferred by the Trustee, if directed by the Issuer, to the credit of the Bond Service Account or the Bond Purchase Account.

After provision shall be made for the final payment and full retirement and defeasance of all Bonds Outstanding and all expenses and charges required to be paid, the Trustee shall pay any balance in the Bond Fund to the Issuer.

The Reserve Account is currently funded at Levels prescribed by the Indenture.

Depreciation Fund. The Indenture provides that the Depreciation Fund is to be established and maintained in a minimum amount specified by a Supplemental Indenture (the "Minimum Depreciation Reserve"). The Depreciation Fund is currently funded in the amount of \$_____ as of _____. The Minimum Depreciation Reserve shall be proportionately increased; but may not be decreased, in connection with the issuance of any series of Bonds to an amount which is not less than 3.55% of the aggregate principal amount of Bonds Outstanding immediately after the issuance of such additional series of Bonds. If required, on the first business day of each month after delivery of the Series 2009 Bonds, the Issuer shall, after making required payments to the Bond Fund, withdraw from the Revenue Fund and deposit with a Depository in the name of the Issuer, to the credit of the Depreciation Fund, a minimum amount equal to one sixtieth (1/60th) of the additional amount required to make the amount then to the credit of the Depreciation Fund equal to the Minimum Depreciation Reserve. The Issuer shall continue to make such deposits until the Depreciation Fund is fully funded in the minimum required amount.

Moneys held for the credit of the Depreciation Fund shall be disbursed only for capital expenditures, except as otherwise provided in the Indenture.

Moneys held for the credit of the Depreciation Fund shall be deposited with the Trustee to the credit of the Bond Service Account for the purpose of paying the interest on or the Principal Installment of the Bonds whenever and to the extent moneys in the Bond Service Account; the Bond Purchase Account or the Reserve Account shall be insufficient for such purpose.

To the extent that moneys held for the credit of the Depreciation Fund shall be in excess of the Minimum Depreciation Reserve and not be required for any of the foregoing purposes, such moneys may at the end of each Bond Year be withdrawn by the Issuer and deposited with the Trustee to the credit of the Revenue Fund.

The Indenture provides that the resolution of the Issuer authorizing a series of Bonds shall provide for payments into the Depreciation Fund from the proceeds of such series of Bonds or for required monthly payments from the Revenue Fund to the Depreciation Fund in accordance with a schedule of such payments, or for some combination of the foregoing, such that the amount of the Depreciation Fund will be increased to the Minimum Depreciation Reserve in not less than five (5) years in sixty (60) equal monthly installments.

Operation Fund. The Issuer shall, each month, after making required payments to the Bond Fund and the Depreciation Fund, withdraw from the Revenue Fund and deposit with a Depository in the name of the Issuer to the credit of the Operation Fund the balance remaining in the Revenue Fund.

The Current Expenses of the Consolidated Project shall be paid by the Issuer from the Operation Fund as the same become due and payable.

After provision has been made for payment of Current Expenses, any remaining amount in the Operation Fund may be used by the Issuer for (i) the payment of capital expenditures; (ii) the repayment with interest of advances under the Letter of Credit and Reimbursement Agreement, which Letter of Credit was issued to fund the Reserve Account; (iii) the redemption or purchase of Bonds; (iv) the payment of principal on any indebtedness of the Issuer subordinate to the lien of the Bonds; (v) the payment of any costs of acquisition, construction and installation of any public parking project which may from time to time be dedicated as part of the Consolidated Project and is permitted by law; (vi) the payment of the deposits required to be made in the Reserve Account; or (vii) to the extent not included in the foregoing, the repayment without interest of loans from Louisville Metro pursuant to the Lease. If the amount on deposit in the Reserve Account is not equal to the Bond Reserve Requirement, not less than fifty percent (50%) of any amount in the Operation Fund remaining after payment of Current Expenses shall be withdrawn by the Issuer and deposited (no less frequently than once in every twelve consecutive calendar months) to the credit of the Reserve Account.

Whenever the amount on deposit in the Reserve Account shall be equal to the Bond Reserve Requirement, any amount in the Operation Fund remaining after payment of Current Expenses may be withdrawn from time to time by the Issuer but shall be used by the Issuer only for the purposes described above in the preceding paragraphs.

If at any time the amount to the credit of the Bond Service Account, the Bond Purchase Account, the Reserve Account or the Depreciation Fund shall be insufficient for the purpose of paying the interest on or the Principal Installment of the Bonds as they shall become due, then the Issuer shall withdraw from the Operation Fund and deposit with the Trustee an amount sufficient to make up any such deficiency.

Investment of Funds and Accounts. Moneys held for the credit of the Construction and Acquisition Fund, the Bond Service Account and the Reserve Account shall, and moneys held for the credit of the Bond Purchase Account, the Depreciation Fund, the Revenue Fund and the Operation Fund may be invested in Investment Securities which, in the case of moneys in the Construction and Acquisition Fund and Bond Service Account, shall mature or shall be subject to redemption by the holder thereof not later than the respective dates when moneys held for the credit of such Fund or Account are expected to be required for the purposes intended.

Open Market Purchases. The Issuer may, so long as no Event of Default is then existing, purchase Bonds Outstanding, whether or not such Bonds shall be subject to redemption at the most advantageous price obtainable with reasonable diligence, having regard to maturity, option to redeem, interest rate and price, such price not to exceed the principal of such Bonds plus the amount of the premium, if any, which would have been payable to the Holders of such Bonds under the provisions of the Indenture if such Bonds had been called for redemption on the next permissible redemption date. Upon making any such purchase, an authorized officer of the Issuer shall file with the Trustee a statement in writing directing the Trustee to pay the purchase price of the Bonds so purchased upon their delivery and cancellation, which statement shall set forth a description of such Bonds, the purchase price to be paid therefor, the name of the seller and the place of delivery of the Bonds. The Issuer shall withdraw from the Operation Fund, the Revenue Fund or any other Fund or Account permitted by the Indenture and deposit in the Bond Purchase Account or the Bond Service Account the purchase price of the Bonds to be purchased and the Trustee shall purchase such Bonds from the amounts deposited in the Bond Purchase Account or the Bond Service Account, as the case may be, but no such purchase shall be made within the period of 45 days next preceding any interest payment date on which such Bonds are subject to a call for redemption under the provisions of the Indenture.

RATINGS

The Issuer has obtained a rating of "____" from Standard & Poor's Rating Group ("Standard & Poor's") and a rating of "____" from Moody's Investors Services ("Moody's") for the Series 2009 Bonds. Such ratings reflect only the views of such organizations and an explanation of the significance of such ratings may be obtained only from the rating agencies furnishing the same. There is no assurance that such ratings will continue for any given period of time or that they may not be lowered or withdrawn entirely if in the judgment of such rating agency circumstances so warrant. Any such downward change in or withdrawal of such ratings may have an adverse effect on the market price of the Series 2009 Bonds.

TAX TREATMENT

It is the opinion of Bond Counsel, Frost Brown Todd LLC, Louisville, Kentucky, that based on existing laws, regulations and judicial decisions and as of the date of original issuance of the Series 2009 Bonds, and subject to the conditions set forth below, interest on the Series 2009 Bonds is excludable from gross income for federal and Kentucky income tax purposes.

Interest on the Series 2009 Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. It should be noted that with respect to corporations (as defined for federal income tax purposes), such interest is taken into account in determining adjusted current earnings for the purpose of computing the alternative minimum tax imposed on such corporations.

The opinion that interest on the Series 2009 Bonds is excludable from gross income as set forth in the last sentence of this paragraph is subject to the conditions, among others (as set out in Appendix H, to which reference is made), that the representations and warranties of the Issuer referred to above are accurate and that the Issuer complies with all requirements of the Code, that must be satisfied subsequent to the issuance of the Series 2009 Bonds in order that interest thereon be, or continue to be, excludable from gross income for federal income tax purposes. The Issuer has covenanted to comply with all such requirements. Failure to comply with certain of such requirements, or a determination that certain of such representations and warranties are inaccurate, could cause the interest on the Series 2009 Bonds to be so included in gross income retroactive to the date of issuance of the Series 2009 Bonds.

Bond Counsel is further of the opinion that the Series 2009 Bonds are exempt from ad valorem taxation the Commonwealth of Kentucky and its political subdivisions and taxing authorities.

Although in the opinion of Bond Counsel the interest on the Series 2009 Bonds is excludable from gross income for federal and Kentucky income tax purposes, the ownership or disposition of, or the accrual or receipt of interest on, the Series 2009 Bonds, may otherwise affect a Bondholder's federal or state tax liabilities. The nature and extent of these other tax consequences may depend on the particular tax status of the Bondholder or the Bondholder's other items of income or deduction.

For example, the Code generally disallows as a deduction 100% of the interest expense incurred by commercial banks and thrift institutions. The Series 2009 Bonds are not eligible for a limited exception provided under the Code from this 100% disallowance rule.

[Some of the Series 2009 Bonds ("Discount Bonds") will be offered and sold to the public at an original issue discount ("OID"). OID is the excess of the stated redemption price at maturity over the "respective issues prices" of the Discount Bonds.]

For Federal income tax purposes, OID accrues to the holder of a Discount Bond on a daily basis over the period to maturity based on the constant interest rate method, compounded semiannually. With respect to a Discount Bond purchased at the issue price pursuant to the initial public offering, the portion of OID that accrues during the period the initial holder owns the Discount Bond (i) is tax-exempt interest to the same extent and subject to the same considerations discussed above and (ii) is added to the holder's tax basis for purposes of determining gain or loss on the maturity, redemption, prior sale or other disposition of the Discount Bond.

Some of the Series 2009 Bonds ("Premium Bonds") will be offered and sold to the public at prices in excess of the respective stated redemption prices thereof at maturity. For Federal income tax purposes, the excess of the cost to the holder of a Premium Bond over the amount payable at maturity constitutes amortizable bond premium. The holder of a Premium Bond will realize gain or loss upon the sale or other disposition of the Premium Bond equal to the difference between the amount realized and the adjusted basis of the Premium Bond determined by accounting for reductions due to the amortization of the bond premium during the holder's period of ownership. No deduction is allowable in respect of any amount of amortizable bond premium on the Premium Bonds.

Interest on the Series 2009 Bonds may also be included in determining a foreign corporation's effectively connected earnings and profits from a trade or business in the United States and thus subject to the branch profits tax imposed on foreign corporations under the Code. A tax on passive income, including interest on the Series 2009 Bonds, may be imposed on certain Subchapter S corporations. Recipients of Social Security benefits must include certain items, including interest on the Series 2009 Bonds, in computing their "modified adjusted gross income" for purposes of determining to what extent, if any, such benefits are includable in their gross income under the Code.]

Bond Counsel expresses no opinions regarding any tax consequences other than what is set forth in its opinion (as set forth in Appendix H); and each Bondholder or potential Bondholder is urged to consult with tax counsel with respect to the effects of purchasing, holding or disposing of the Series 2009 Bonds on the tax liabilities of such Bondholder or potential Bondholder.

A draft of the opinion of Bond Counsel relating to the Series 2009 Bonds in substantially the form in which it is expected to be delivered is included as Appendix H.

DISCLOSURE COMPLIANCE

In accordance with the requirements of Rule 15c2-12 (the "Rule") promulgated by the Securities and Exchange Commission (the "SEC"), the Issuer and Louisville Metro have agreed to provide or cause to be provided through a designated agent (the "Agent"), in a timely manner, to (i) each nationally recognized municipal securities information repository ("NRMSIR") designated by the SEC in accordance with the Rule or to the Municipal Securities Rulemaking Board ("MSRB") and (ii) the appropriate state information depository ("SID"), if any, designated by the Commonwealth of Kentucky, notice of the occurrence of any of the following events with respect to the Bonds, if material:

- (a) principal and interest payment delinquencies;
- (b) non-payment related defaults;
- (c) unscheduled draws on debt service reserves reflecting financial difficulties;
- (d) unscheduled draws on credit enhancements reflecting financial difficulties;
- (e) substitution of credit or liquidity providers, or their failure to perform;
- (f) adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- (g) modifications to rights of holders of Bonds;
- (h) Bond calls, except for mandatory scheduled redemptions not otherwise contingent upon the occurrence of an event; and
- (i) defeasances.

In the event of a failure of the Issuer and Louisville Metro to comply with the disclosure requirements set forth in the Indenture, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandamus or specific performance by court order, to cause the Issuer to comply with its obligations under the Indenture. A default in compliance with the disclosure requirements under the Indenture shall not be deemed an Event of Default under the Indenture, and the sole remedy under the Indenture in the event of any failure of the Issuer and Louisville Metro to comply with the disclosure requirements shall be an action to compel performance.

ABSENCE OF MATERIAL LITIGATION

There is no controversy or litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the Series 2009 Bonds; or in any way contesting or affecting the validity of the Series 2009 Bonds or any proceedings of the Issuer taken with respect to the issuance or sale thereof, or the pledge or application of any moneys or security provided for the payment of the Series 2009 Bonds or the due existence or powers of the Issuer.

FINANCIAL ADVISOR

This Official Statement has been prepared under the direction of the Issuer and with the assistance of Public Financial Management, Inc., Memphis, Tennessee ("PFM"), employed by the Issuer to perform professional services in the capacity of financial advisor. In their role as financial advisor, PFM has provided advice on the plan of financing and structure of the issue, reviewed and commented on certain legal documents, drafted certain portions of the Official Statement based upon information provided by the Issuer and verified the results of the competitive sale of the Bonds held February 24, 2009. The information set forth herein has been obtained from the Issuer and other sources, which are believed to be reliable. PFM has not verified the factual information contained in the Official Statement but relied on the information supplied by the Issuer and the Issuer's certificate as to the Official Statement.

APPROVAL OF LEGALITY

Certain legal matters incident to the authorization, issuance, sale and delivery of the 2009 Bonds are subject to the approval of Frost Brown Todd LLC, Louisville, Kentucky, Bond Counsel. Certain legal matters will be passed on by James T. Carey, Assistant Jefferson County Attorney.

Bond Counsel has reviewed the Official Statement with regard to matters pertaining to the legality and tax exemption of the Series 2009 Bonds; but Bond Counsel has not reviewed any of the financial statements or calculations, such as debt service requirements, adequacy of escrow, budget estimates, estimated revenues, expenditures or other financial information in the Official Statement, and expresses no opinion thereon and assumes no responsibility in connection therewith. Bond Counsel expresses no opinion as to the investment quality of the Series 2009 Bonds.

The information contained under the headings "SOURCE OF PAYMENT," "FLOW OF FUNDS," "DISCLOSURE COMPLIANCE" AND "TAX TREATMENT" and in Appendix G to this Official Statement under the heading "CERTAIN PROVISIONS OF THE INDENTURE AND THE LEASE," has been reviewed as to law and legal conclusions by Frost Brown Todd LLC, Bond Counsel, who are of the opinion that the information summarized thereunder conforms as to form and tenor with the terms and provisions of documents summarized under such headings. The information contained in the Appendices to this Official Statement under the heading "SUMMARIES OF PARKING GARAGE AGREEMENTS" has been reviewed as to law and legal conclusions by Counsel to the Issuer, who is of the opinion that the information summarized thereunder conforms as to form and tenor with the terms and provisions of documents summarized under such headings.

THE TRUSTEE AND ITS COUNSEL HAVE NOT PARTICIPATED IN THE PREPARATION OF THIS OFFICIAL STATEMENT AND HEREBY DISCLAIM ANY RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THE INFORMATION.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the Issuer and the purchasers of the Series 2009 Bonds.

PARKING AUTHORITY OF RIVER
CITY INC.

By: _____
Chairman

By: _____
Secretary

APPENDIX A

[Audited Financial Statements]

APPENDIX B

[Proforma]

APPENDIX C

[Unaudited financials/operating information]

APPENDIX D
[FINANCIALS]

APPENDIX E

Outstanding Debt Service

APPENDIX F

Summaries of Parking Garage Agreements

APPENDIX G

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE AND THE LEASE

The following is a summary of certain provisions of the Indenture and the Lease. Certain capitalized words and terms used in this summary are defined in the Indenture or the Lease and shall have the same meanings herein as contained therein. The following statements are in all respects subject to and qualified in their entirety by reference to the Indenture and the Lease.

DEFINITIONS

"Aggregate Bond Service" for any period means, as of any date of calculation and with respect to all Outstanding Bonds and Bond Anticipation Notes, the sum of the amounts of Bond Service for such period.

"Aggregate Net Bond Service" for any period means, as of any date of calculation and with respect to all Outstanding Bonds and Bond Anticipation Notes, the Aggregate Bond Service for such period less any amounts on deposit in the Bond Service Account and available or expected to be available for the payment of Bond Service for such period.

"Bond Reserve Requirement" means an amount equal to the maximum Aggregate Net Bond Service in the current or any future bond year.

"Bond Service" for any period means, as of any date of calculation and with respect to any series, an amount equal to the sum of [i] interest accruing during such period on Bonds of such series or Bond Anticipation Notes issued in anticipation of the Bonds of such series and [ii] that portion of each Principal Installment for such series which would accrue during such period if such Principal Installment were deemed to accrue daily in equal amounts from the next preceding Principal Installment due date for such series (or, if there shall be no such preceding Principal Installment due date, from a date one year preceding the due date of such Principal Installment). Such interest and Principal Installments for such series shall be calculated on the assumption that no Bonds of such series Outstanding at the date of calculation will cease to be Outstanding except by reason of the payment of each Principal Installment on the due date thereof, and such interest on such Bond Anticipation Notes shall be calculated on the assumption that all such Bond Anticipation Notes shall be retired upon the maturity date or dates thereof. The calculation of interest on Bonds bearing a variable rate of interest shall be made on the assumption that such Bonds bear interest at a fixed rate equal to the maximum rate permissible for such Bonds or, if no such maximum rate exists, at the rate borne by such Bonds on the date of calculation.

"Bonds" means any bonds authenticated and delivered pursuant to the Indenture.

"City" means the Louisville/Jefferson County Metro Government.

"Consolidated Project" means the public parking and garage facilities financed with the proceeds of Bonds issued under the Indenture or otherwise dedicated as a part of the Consolidated Project as security under the Indenture.

"Current Expenses" means the reasonable and necessary current expenses of maintenance, repair and operation of the Consolidated Project, and shall include, without limiting the generality of the foregoing, all ordinary and usual expenses of maintenance, repair and operation, which may include expenses not annually recurring, all administrative and engineering expenses, any reasonable payments to pension or retirement funds properly chargeable to the Consolidated Project, insurance premiums, fees and expenses of the Trustee and of the Paying Agents, legal fees and expenses, accounting fees and expenses, fees and expenses of consulting engineers, fees and expenses of architects, interest on any indebtedness issued for the Consolidated Project as parity Bonds under the Indenture or with a lien subordinate to the lien of all Outstanding Bonds, and any other expenses required to be paid by the Issuer or the City under the provisions of this Indenture or by law, but shall not include any reserves for

extraordinary maintenance or repair or Capital Expenditures, or any allowance for depreciation, or any deposits or transfers to the credit of the Bond Fund or the Depreciation Fund.

"*Government Obligations*" means direct obligations of, or guaranteed by, the United States of America and, to the extent permitted by law, any certificate or other evidence of an ownership interest in any such securities or in specified portions thereof consisting of the principal thereof or the interest thereon or any combination thereof.

"*Indenture*" means the Mortgage and Trust Indenture dated as of December 1, 1985, as from time to time supplemented or amended in accordance with its terms.

"*Investment Securities*" means [i] Government Obligations and, to the extent permitted by law, obligations the principal of and interest on which are fully secured thereby or by a first lien thereon; [ii] to the extent permitted by law, obligations issued by any of following agencies: Export-Import Bank, Government National Mortgage Association, Farmers Home Administration, the Federal National Mortgage Association to the extent that such obligations are guaranteed by the Government National Mortgage Association, and any federal agency to the extent that such obligations are backed by the full faith and credit of the United States; [iii] to the extent permitted by law, public housing bonds issued by public housing authorities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America, or project notes issued by public housing authorities, or project notes issued by local public agencies, in each case, fully secured as to the payment of both principal and interest by a requisition or payment agreement with the United States of America; [iv] to the extent permitted by law, deposits in interest bearing time deposits or certificates of deposit or similar arrangements issued or provided by any bank, trust company or national banking association, including the Trustee, which is a member of the Federal Reserve System and has a capital stock and surplus of at least \$20,000,000; [v] to the extent permitted by law, fixed income securities (including securities with variable rates of interest or no interest) of any corporation organized and existing under the laws of any state of the United States of America or the District of Columbia which are rated not less than AAA or Aaa or their equivalents by Standard & Poor's Corporation and Moody's Investors Service, Inc., respectively, or their successors; [vi] to the extent permitted by law, commercial paper or finance company paper of an issuer which is rated not less than A-1 or prime-one or the rating equivalent as the highest rating category by Standard & Poor's Corporation and Moody's Investors Service, Inc.; [vii] to the extent permitted by law, direct obligations of the World Bank; and [viii] to the extent permitted by law, repurchase agreements with any bank, trust company or national banking association described in clause [iv] hereof, including the Trustee; provided, however, that any such repurchase agreement must include the following terms: [a] any purchases or sales made thereunder shall include only investments that are direct obligations of, or obligations guaranteed by, the United States of America; [b] at all times subsequent to the Trustee's initial entry into any such agreement and prior to the repurchase by and delivery of such securities to a banking entity described above, title to such securities shall vest in the Trustee; [c] if the banking entity chooses to deliver certificates representing securities purchased under the agreement, rather than to effect delivery and the transfer of title through the "Book Entry System" at one of the Federal Reserve Banks, then such certificates shall be in bearer form; [d] if certificates representing the securities purchased under the agreement are to be delivered, the Trustee or its paying agent shall release payment for the securities only upon receipt of delivery of the certificates; and [e] all payments of any interest becoming due on securities purchased under the agreement during the term of the agreement shall be made directly to the entity who holds title to the securities at the time such interest becomes due.

"*Lease*" means the lease dated as of December 1, 1985, between the Issuer, as lessor, and the City, as lessee, as the same may be amended from time to time and all supplements thereto, including, in respect of the Series 2009 Bonds, Supplemental Lease No. 6, dated as of March 1, 2009.

"*Net Revenue*" means the total of [i] all amounts collected by the City during a period from public parking meters installed within the boundaries of the City, less all costs paid, or incurred by the City during such period as Current Expenses respecting such public parking meters (including a reasonable reserve for the cost of acquisition and installation of additional parking meters in previously unmetered areas and to replace worn-out, defective or obsolete parking meters), subject to the right of the City in the exercise of its police powers to sell, lease, dispose of or remove any public parking meters to the extent deemed necessary or appropriate, and [ii] all amounts collected by the City during any period as a result of its leasehold interest in and operation of the Consolidated Project, including without limitation all fees and charges collected for parking within the Consolidated Project and all rental payments

collected by the City from the sublease of all or any portion of the Consolidated Project, without reduction for any Current Expenses with respect to the Consolidated Project paid or incurred by the City during such period.

"*Outstanding*" when used with reference to a Bond or Bonds of a series, means, as of any date, a Bond or Bonds of such series theretofore or thereupon being authenticated and delivered under the Ordinance except:

- [1] any Bonds cancelled by the Trustee at or prior to such date;
- [2] Bonds for the, payment or redemption of which moneys (other than moneys on deposit in the Sinking Fund) equal to the principal amount or redemption price thereof, as the case may be, with interest to the date of maturity or redemption date, shall be held by one or more Fiduciaries in trust for such purpose, provided that if such Bonds are to be redeemed, notice of such redemption shall have been given as provided in the Indenture or provision satisfactory to the Trustee shall have been made for the giving of such notice;
- [3] Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered; and
- [4] Bonds deemed to have been paid as provided in the defeasance provisions of the Indenture.

"*Permitted Encumbrances*" means and includes [i] liens for taxes or assessments or governmental charges or levies not yet due or delinquent, or which can thereafter be paid without penalty, or which are being contested in good faith in accordance with the Indenture; [ii] unfiled inchoate mechanics' and material men's liens for construction work in progress; [iii] workmen's, repairmen's, warehousemen's, and carriers' liens and other similar liens, if any, arising in the ordinary course of business; [iv] all of the following, if, in the opinion of legal counsel or consulting engineers retained by the Issuer, they do not individually or in the aggregate materially impair the use of the Consolidated Project or any part thereof or materially detract from the value thereof to the occupants of the Consolidated Project, viz: -- any easements, restrictions, mineral, oil, gas, and mining rights and reservations, zoning laws, and defects in title; [v] any lien for the satisfaction and discharge of which a sum of money deemed adequate by the Trustee is on deposit with the Trustee; [vi] liens created by or resulting from any litigation or other proceedings, including liens arising out of judgments or awards against the Issuer or the City with respect to which the Issuer or the City is in good faith prosecuting an appeal or proceeding for review; [vii] other liens of a nature comparable to those described in clauses [i] through [vi] above which do not, in the opinion of legal counsel retained by the Issuer, materially interfere with or impair the use of the Consolidated Project or any part thereof or materially detract from the value thereof; [viii] the mortgage and security interest in the Consolidated Project created under the Indenture and under any Supplemental Indenture permitted or authorized by the Indenture; [ix] the security interest created under the Lease and under any Supplemental Lease permitted or authorized by the Indenture; **[[x] the mortgage and security interest created pursuant to the Letter of Credit and Reimbursement Agreement; [xi] the mortgage by Home Supply Company, of record in Mortgage Book 1244, Page 410, in the office of the County Clerk of Jefferson County, Kentucky; and [xii] the lease to Home Supply Company, of record in Deed Book 4384, Page 564, in the office of the Clerk aforesaid.] [are these still in place?]**

"*Principal*" or "*principal*" means [a] as such term references the principal amount of a discount bond or discount bonds, the accreted value thereof, and [b] as such term references the principal amount of any other Bond or Bonds, the principal amount at maturity of such Bond or Bonds.

"*Principal Installment*" means, as of the date of calculation and with respect to any series, so long as any Bonds thereof are Outstanding, [i] the principal amount of Serial Bonds Outstanding of such series due on a certain future date and the principal amount of Term Bonds due on a certain future date payable by reason only of the maturity of such Term Bonds, or [ii] the Sinking Fund Installment due on a certain future date for Term Bonds of such series, or [iii] if such future dates coincide, the sum of such principal amount and of such Sinking Fund Installment due on such future date; in each case in the amounts and on the dates as provided in the ordinance of the City or the resolution of the Issuer authorizing such series regardless of any retirement of Bonds.

"*Project*" means any project directly or indirectly related to public parking within the City and its environs which may from time to time be dedicated as part of the Consolidated Project and is permitted by law.

"*Revenues*" means all revenues, rates, fees, charges, rents and other income and receipts, as derived by or for the account of the Issuer in connection with this Indenture, including all rental payments received under the Lease and all Net Revenue pledged as security for such rentals pursuant to the Lease, and including income on amounts in any Fund or Account, all as determined in accordance with generally accepted accounting principles; provided, however, that Revenues shall not include customer deposits and contributions in aid of construction.

"*Supplemental Indenture*" means any trust indenture supplemental to or amendatory of the Indenture, entered into in accordance with the Indenture.

"*Supplemental Lease*" means any lease supplemental to or amendatory of the Lease, entered into in accordance with the Indenture.

THE INDENTURE

Conditions for Issuance of Bonds

Bonds for a Project. In addition to the original Series 1985 Bonds, one or more series of Bonds may be issued for the purpose of paying all or a portion of the cost of acquisition, construction and installation of one or more Projects in an amount that will provide the Issuer with funds not in excess of the estimated cost of such Project as estimated by the Issuer's consulting engineers upon the issuance of the first such, series of Bonds issued in respect of such Project or paying or providing for the payment of the principal of and interest on any Bond Anticipation Note. After the initial issuance of Bonds for a Project, one or more additional series of Bonds may be issued, in each case so that the amount of such additional series will provide the Issuer with funds not in excess of the amount necessary as nearly as practicable to complete payment of the cost of such Project.

Refunding Bonds. One or more series of Refunding Bonds may be issued to refund all or part of the Outstanding Bonds. Refunding Bonds shall be issued in a principal amount sufficient, together with other moneys available therefor, to accomplish such refunding and to make the deposits to the Reserve Account as required by the Indenture and by the resolution of the Issuer authorizing such Bonds.

Each series of Refunding Bonds shall be authenticated and delivered by the Trustee only upon receipt by the Trustee of (in addition to other documents required by the Indenture): [i] irrevocable instructions by the Issuer to the Trustee to give due notice of redemption, if applicable, of all the Bonds to be redeemed on the redemption date specified in such instructions, it being permissible for such instructions to state that Bonds are to be redeemed during a certain period only upon the happening of a subsequent event specified in such instructions; [ii] irrevocable instructions by the Issuer to the Trustee to give the notice, if applicable, required by the Indenture to the holders of the Bonds being refunded; [iii] either [a] moneys in an amount sufficient to effect payment of the principal or redemption price of the Bonds to be refunded, together with accrued interest on such Bonds to the date of maturity or the redemption date, which moneys shall be held by the Trustee or any one or more other escrow agents in a separate account irrevocably in trust for and assigned to the respective holders of the Bonds to be refunded, or [b] Government Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications, as shall be necessary to comply with the defeasance provisions of the Indenture, or [c] obligations the principal of and interest on which will mature and become payable prior to the times that such amounts are needed to pay the entire principal of, or redemption price, and interest on the Bonds, such obligations being [1] validly issued by or on behalf of a state or political subdivision thereof, [2] exempt as to the interest thereon from federal income taxation pursuant to Section 103(a) of the Internal Revenue Code, and [3] fully secured by a first lien on Government Obligations in such principal amounts, of such maturities, bearing such interest, and otherwise having such terms and qualifications as shall be necessary to comply with the defeasance provisions of the Indenture; [iv] a certificate of an authorized officer of the Issuer to the effect that, after the issuance of the Refunding Bonds, the Issuer will not be in default under the terms and provisions of the Indenture; and [v] unless all of the Bonds Outstanding are to be refunded, a certificate of an authorized officer of the Issuer showing [1] the Bond Service on the Bonds to be refunded for each bond year in which such Bond Service is payable, less any amounts available or expected to be available from sinking fund installments in each bond year for the payment of Bond

Service, [2] the Bond Service on the Refunding Bonds for each bond year in which such Bond Service is payable, less any amounts available or expected to be available from sinking fund installments in each such bond year for the payment of Bond Service and [3] that the amount computed under clause [2] above for each bond year described in such clause is less than the amount computed under clause [1] above for each bond year described in such clause.

Bond Anticipation Notes. Bond Anticipation Notes may be issued in anticipation of the issuance of any series of Bonds, in a principal amount not exceeding the authorized principal amount of such series of Bonds. The principal amount of such series of Bonds shall not exceed, when combined with the principal amount of Bonds previously issued to pay the cost of acquisition, construction and installation of the Project for which the proceeds of the Bond Anticipation Notes will be applied, the estimated cost of such acquisition, construction and installation or the amount necessary and sufficient to complete the payment of the cost of such acquisition, construction and equipping of such Project. The principal of and, unless payable out of the Bond Fund, interest on such Bond Anticipation Notes and renewals thereof shall be payable from the proceeds of the sale of the series of Bonds in anticipation of which such Bond Anticipation Notes are issued. Such proceeds may be pledged for the payment of the principal of and interest on such Bond Anticipation Notes and any such pledge shall have priority over any other pledge created by the Indenture. The proceeds of sale of Bond Anticipation Notes shall be applied to the purposes for which the Bonds anticipated by such Bond Anticipation Notes are authorized and shall be deposited in the appropriate Fund or Account established for such purposes; provided, however, that the Issuer may provide for the payment of interest on such Bond Anticipation Notes from the proceeds of sale of such Bond Anticipation Notes.

Covenants

Covenant as to Use of Revenues and Permitted Indebtedness. The Issuer covenants and agrees that none of the Revenues will be used for any purpose other than as provided in the Indenture, and that no contract or contracts will be entered into or any action taken by which the rights of the Trustee or of the Bondholders might be impaired or diminished. However, nothing contained in the Indenture prevents the Issuer or the City from issuing bonds, notes, or any other obligations for the Consolidated Project under another and separate ordinance, indenture or resolution so long as the charge or lien created thereby is not prior or equal to the charge or lien created by the Indenture.

Sale or Lease of Properties. The Issuer covenants that, except as otherwise permitted in the Indenture or the Lease, neither the Issuer nor the City will sell, lease or otherwise dispose of or encumber the Consolidated Project or any part thereof. The Issuer may, however, from time to time, sell any machinery, fixtures, apparatus, tools, instruments or other movable property acquired by the Issuer or the City in connection with the Consolidated Project, or any materials used in connection therewith, if the Issuer shall determine that such articles are no longer needed or are no longer useful in connection with the operation or maintenance of the Consolidated Project, and the proceeds thereof shall be applied to the replacement of the properties so sold or disposed of or shall be deposited to the credit of the Revenue Fund. The Issuer or the City may from time to time sell or lease such other property forming part of the Consolidated Project which it or they may determine is not needed or serves no useful purpose in connection with the maintenance and operation of the Consolidated Project, if the Issuer's consulting engineers shall in writing approve such sale or lease; the proceeds of any such sale shall be disposed of as the proceeds of the sale or disposal of movable property. The proceeds of any lease as described above shall be treated as Revenues of the Consolidated Project.

Nothing shall prevent the Issuer from transferring for nominal consideration real property that is not needed or is no longer useful in connection with the operation or maintenance of the Consolidated Project to the City for the exclusive use and enjoyment of the City. Nothing shall prevent the City from selling, leasing, disposing of or removing any public parking meters to the extent deemed necessary or appropriate by the City in the exercise of its police powers.

Supplemental Indentures and Leases

Any of the provisions of the Indenture or the Lease may be amended by a Supplemental Indenture or a Supplemental Lease, upon the consent of the holders of at least 60% in principal amount in each case of [i] all Bonds then Outstanding, and [ii] if less than all of the several series of Bonds then Outstanding are affected, the Bonds of each affected series, and [iii] if the amendment changes the terms of any sinking fund installment, the Bonds of the series and maturity entitled to such sinking fund installment (excluding, in each case, from such

consent, and from the calculation of Outstanding Bonds, the Bonds of any specified series and maturity if such amendment by its terms will not take effect so long as any of such Bonds remain Outstanding); provided that no such amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the Principal Installment or redemption price thereof or in the rate of interest thereon without the consent of the owner of such Bond or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the holders of which is required to effect any such amendment without the written consent of the affected holders.

The Issuer and the Trustee may enter into a Supplemental Indenture, and the Issuer and the City may enter into a Supplemental Lease, without the consent of any holders of the Bonds, to provide for the issuance of a series of Bonds permitted by the Indenture, to add to the restrictions contained in the Indenture or the Lease upon the issuance of additional indebtedness; to add to the covenants and agreements of, or limitations and restrictions on, the Issuer or the City which are not inconsistent with the Indenture or the Lease; to surrender any right, power or privilege reserved to or conferred upon the Issuer or the City by the Indenture or the Lease; to confirm any pledge under the Indenture of Revenues or any other moneys; to modify any provisions of the Indenture or the Lease (but no such modification may be effective until all Bonds theretofore issued are no longer Outstanding); to make provisions for the issuance of Bonds in coupon form payable to bearer, provided that obligations of the Issuer may then be issued in coupon form payable to bearer with interest thereon exempt from federal income taxes; to modify any provisions of the Indenture or the Lease in any other respect whatever, provided that such modification does not materially adversely affect the rights of the Bondholders; or to cure any ambiguity or correct any defect or inconsistent provision in the Indenture or the Lease.

Default and Remedies on Default

Each of the following events shall constitute an "Event of Default" under the Indenture: [i] failure to make due and punctual payment of any interest installment on any Bond or any Principal Installment or any Redemption Price of any Bond when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise, or failure to make due and punctual payment of any required deposit to the Reserve Account, when and as the same shall become due and payable; or [ii] failure of the Issuer to perform or observe any other of the covenants, agreements or conditions on its part contained in the Indenture, the Lease or the Bonds, and such default shall have continued for a period of 30 days after written notice of such default shall have been given to the Issuer and the City by the Trustee or to the Issuer and the City and the Trustee by the Holders of not less than 25% in aggregate principal amount of the Outstanding Bonds (or in, the case of a default which cannot with due diligence be cured within such 30 day period, then for such longer period of time as may be required if the Issuer or the City shall proceed promptly to cure the same and thereafter prosecute the curing of such default with due diligence, it being intended in connection with a default not susceptible of being cured with due diligence within the 30 days that the time of the Issuer or the City within which to cure the same shall be extended for such period as may be necessary to complete the curing of the same with due diligence); or [iii] the dissolution or liquidation of the Issuer or failure by the Issuer promptly to lift any execution, garnishment or attachment which will impair its ability to carry out its obligations under this Indenture; or if the Issuer becomes insolvent or bankrupt, or makes an assignment for the benefit of its creditors, or consents to the appointment of a trustee or receiver for the Issuer or for the greater part of its properties; or a trustee or receiver is appointed for the Issuer or for the greater part of its properties without its consent and is not discharged within 45 days; or bankruptcy, reorganization, or liquidation proceedings are commenced by or against the Issuer, and if commenced against the Issuer are consented to by it or remain undismissed for 45 days; or [iv] occurrence of an Event of Default under the Lease; or [v] surrender or termination of the Lease, for any reason; or [vi] receipt by the Trustee of notice from the Bank of the occurrence of an Event of Default under the Letter of Credit and Reimbursement Agreement (or any of the "Collateral Documents" as defined in the Letter of Credit and Reimbursement Agreement).

The Trustee may, and upon written request of the Holders of not less than 25% in aggregate principal amount of the Outstanding Bonds shall, enforce its rights by any one or more of the following remedies:

- A. Declare the entire principal of and accrued interest on the Bonds to be immediately due and payable, subject, however, to rescission of such declaration and annulment of the default upon the remedying thereof.

- B. Bring legal action upon the Bonds.
- C. Commence judicial proceedings to enforce the Indenture or the Lease.
- D. Accelerate the obligation and enforce the lien on all or any part of the Consolidated Project in the manner provided by Kentucky law (provided, however, that no deficiency judgment thereunder shall lie against the Issuer or the City), and the Trustee may become the purchaser at any judicial sale if the highest bidder. The Issuer, taking into account that the value of the Consolidated Project may be inextricable from the management, maintenance, and general operation of the Consolidated Project, consents, to the extent it may legally do so, to appointment of a receiver or to possession by the Trustee of the Consolidated Project and control and collection of income, rents, and profits of the Consolidated Project during the pendency of such proceedings.
- E. Pursue any other available remedy to enforce payment of the Bonds, including, without limitation, mandamus.
- F. If the principal of and interest accrued on the Bonds shall have been declared immediately due and payable pursuant to the Indenture, declare all rental payments due under the Lease to be immediately due and payable, whereupon such rental payments shall become immediately due and payable.
- G. Re-enter and take possession of all or any part of the Consolidated Project without terminating the Lease and sublease the Consolidated Project for the account of the City, holding the City liable for the difference between the rent and other amounts payable by the sublessee in such subleasing and the rentals payable by the City under the Lease, including all costs and expenses incurred in reentering, taking possession, and subleasing the Consolidated Project.
- H. Terminate the Lease, exclude the City from possession of the Consolidated Project, and use its best efforts to lease or sell all or any part of the Consolidated Project to another for the account of the City, holding the City liable for all rental payments and other payments due up to the effective date of such termination.
- I. Petition a court of competent jurisdiction for the appointment of a receiver to take possession of and manage and operate all or any part of the Consolidated Project and the other Security for the benefit of the Issuer and the Bondholders.
- J. Take whatever action at law or in equity as may appear necessary or desirable to collect the rental payments then due and thereafter to become due or to enforce performance and observance by the City of any obligation or condition under the Lease.
- K. Have access to and inspect, examine and make copies of the books and records of the Issuer and the City insofar as they relate to the Consolidated Project and the other Security or the Event of Default and the remedying thereof.

The Issuer covenants that if an Event of Default shall have happened and shall be continuing, the Issuer, upon demand of the Trustee, will pay over to the Trustee all Revenues and other moneys, securities and funds pledged or held under the Indenture.

If an Event of Default shall happen and shall not have been remedied, then the Trustee may protect and enforce its rights and the rights of the holders of the Bonds under the Indenture by a suit in equity or at law, whether for the specific performance of any covenant contained in the Indenture, or in aid of the execution of any power therein granted, or for an accounting against the Issuer or the City as if the Issuer or the City were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the Trustee, being advised by counsel, shall deem most effectual to enforce its rights or to perform its duties under the Indenture. No holder of any Bond has any right to institute any suit to enforce any provision of the Indenture or the execution of any trust thereunder.

unless such holder shall have previously given to the Trustee written notice of the happening of an Event of Default and the holders of at least 25% in principal amount of the Bonds then Outstanding shall have filed a written request with the Trustee and offered adequate indemnity to the Trustee who shall have refused to comply with such request within a reasonable time.

Defeasance

If the Issuer shall pay or cause to be paid to the holders of all Bonds then Outstanding the principal and interest and redemption price, if any, to become due thereon, at the times and in the manner stipulated therein and in the Indenture, then, at the option of the Issuer, the lien established by the Indenture, the covenants, agreements and other obligations of the Issuer and the City to the Bondholders shall be discharged and satisfied. All Outstanding Bonds of any series shall, prior to the maturity or redemption date thereof, be deemed to have been paid if [i] in the case of Bonds to be redeemed prior to their maturity, the Issuer shall have given to the Trustee irrevocable instructions to mail therefor notice of redemption, it being permissible for such instructions to state that Bonds are to be redeemed during a certain period only upon the happening of a subsequent event, [ii] there shall have been deposited with the Trustee either [a] moneys in an amount which shall be sufficient, or [b] Government Obligations or [c] obligations [1] validly issued by or on behalf of a state or political subdivision thereof, [2] exempt as to the interest thereon from federal income taxation pursuant to Section 103(a) of the Internal Revenue Code, as amended, and [3] fully secured by a first lien on Government Obligations, the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal or redemption price, if applicable, and interest due and to become due on such Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and [iii] if such Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Issuer shall have given the Trustee irrevocable instructions to mail, as soon as practicable, in accordance with the Indenture, a notice to the holders of such Bonds that the above deposit has been made and that such Bonds are deemed to have been paid and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, and interest on such Bonds or stating, if such dates are not then known, that a notice of any redemption date shall be subsequently mailed, no later than 45 days prior to the date of redemption as provided by the Indenture.

THE LEASE

Lease of Consolidated Project

The Issuer has leased and rented to the City, and the City leases and rents from the Issuer, the land and improvements comprising the Consolidated Project, for an initial term commencing as of December 1, 1985 and expiring on June 30, 1986, and for successive annual renewal terms continuing automatically thereafter, unless the City elects, to terminate the Lease at the end of any then current term thereof by at least 60 days' prior written notice to the Issuer, commencing on July 1 of each year and ending on June 30 of the next succeeding year, with a final term commencing on July 1, 2009 and ending on _____.

Rental Payments

During the term of the Lease, the City shall pay to or for the account of the Issuer as rent, as consideration for the use and occupancy of the Consolidated Project, rental payments in amounts sufficient to make payments required under the Indenture which shall be sufficient to pay the principal of and Redemption Price, if applicable, and interest on the Bonds as and when the same become due, whether at stated maturity, by acceleration, or upon optional redemption or otherwise, and to duly and punctually satisfy all sinking fund installments, if any, applicable to the Bonds. The City agrees to deposit such rentals directly into the Revenue Fund established in the Indenture at the times specified therein. Such obligations are full faith and credit obligations of the City during each annual period during which the Lease is renewed by the City.

As additional rent under the Lease, the City agrees during the term of the Lease to make deposits into the Revenue Fund established in the Indenture in the amounts and at the times specified in the Indenture to enable the Issuer to establish or restore the amount on deposit in the Reserve Account to the amount of the Bond Reserve Requirement established in the Indenture.

As additional rent due under the Lease, the City agrees during the term of the Lease to make deposits into the Revenue Fund established in the Indenture in the amounts and at the times specified therein in order to enable the Issuer to establish or restore the amount on deposit in the Depreciation Fund to the amount required under the Indenture.

The City shall be entitled to a credit against the rentals and additional rentals described above for all amounts of Net Revenue previously deposited into the Revenue Fund. Notwithstanding the preceding sentence, however, if on the fifteenth (15th) day preceding the date when any payment of principal of or Redemption Price, if any, or Sinking Fund Installment, if any, or interest on the Bonds is required to be made, there are insufficient funds on deposit in the Bond Fund described in the Indenture to make such payment, the City shall immediately deposit into the Bond Fund, as rentals due under the Lease, the additional amount required to enable the Trustee to make such payment. The City shall also be entitled to a credit against the rentals last due under the Lease for the amount on deposit in the Reserve Account available to pay an equal amount to the last maturing Principal Installment of the Bonds and interest thereon as and when the same shall become due.

Pledge of Net Revenue and Funding of Operation Fund

To secure the payment and performance of its obligations under the Lease, the City pledges, assigns, and grants a security interest in the Net Revenue to the Trustee, as assignee of the Issuer under the Lease.

The City shall deposit the Net Revenue collected during each month directly, into the Revenue Fund established under the Indenture on or before the fifteenth (15th) day of the succeeding month, to be applied as a credit against the rental payments. (including additional rentals) due as described above, and then to be applied as additional rent due under the Lease, to the credit of the Operation Fund to be applied in accordance with the Indenture.

Insurance

The City shall continuously during the term of the Lease insure against such risks and in such amounts with respect to the Consolidated Project as are generally insured against with respect to properties of like size and character, including at least, but not limited to [i] hazard insurance to the extent of the full insurable value of the Consolidated Project (recognizing that certain portions thereof may not be exposed to certain risks) for loss or damage by fire, with standard extended coverage, vandalism, and malicious mischief endorsements, and [ii] public liability insurance with reference to the Consolidated Project, in minimum amounts of One Million Dollars (\$1,000,000.00) for personal injury or death and One Million Dollars (\$1,000,000.00) for property damage, in respect of each occurrence; provided that nothing in the Lease prohibits the City from maintaining one or more self-insurance programs to the extent the City in its reasonable judgment and in furtherance of its governmental and public purposes deems necessary or appropriate.

Any insurance policies shall be with insurance companies qualified to do business in the Commonwealth of Kentucky, shall name the Issuer and the Trustee as additional insureds as their interests may appear, and may be written with exceptions and exclusions comparable to those in similar policies carried by others with respect to properties of similar size, character, and other respects to the Consolidated Project. Any third-party insurance shall be written so as not to expire or be cancelled or materially changed except upon thirty (30) days' prior written notice to the City, the Issuer and the Trustee. The required insurance may be in the form of blanket insurance policies and may be provided by so-called umbrella coverage. All insurance claims may be adjusted by the City alone, but all insurance proceeds from third-party insurers for loss or damage to the Consolidated Project shall be deposited to the credit of the Revenue Fund.

Maintenance

The City shall, during the term of the Lease, at its own expense, maintain the Consolidated Project in good condition, repair, and working order and shall pay all utility charges and other costs incurred in the operation, maintenance, use, and occupancy of the Consolidated Project and, at its own expense, make or cause to be made from time to time all necessary repairs, renewals, and replacements thereof, ordinary wear and tear and obsolescence

excepted. If the Consolidated Project is damaged so that: it or any portion thereof becomes unusable for the purposes intended, such destruction shall not operate as a surrender or cancellation of the Lease and shall not relieve the City from any obligations thereunder, but the Issuer agrees to repair or restore the, Consolidated Project to the condition which existed prior to such destruction, to the extent that insurance proceeds are sufficient for such purposes, and if and to the extent that the, insurance proceeds are insufficient, the City agrees to repair or restore the Consolidated Project to a usable condition with the City's own funds, to the extent funds are legally available for such purpose.

Modifications and Improvements

The City may, at its own cost and expense, remodel the Consolidated Project or make modifications or improvements thereon or thereto from time to time as it, in its discretion, may deem to be desirable for its uses and purposes.

Assignment of Lessor's Interest

As security for the payment of the Bonds and interest thereon, the Issuer in the Lease assigns to the Trustee all of the Issuer's right, title, and interest under the Lease. Except for such assignment and as otherwise permitted under the Indenture, the Issuer agrees not to grant, convey, assign or otherwise dispose of the Consolidated Project or its interest in the Lease during the term hereof nor shall it create any lien, encumbrance or charge thereon.

Assignment and Subleasing by the City

The City may assign its interest in the Lease or sublet the Consolidated Project or portions thereof, without the consent of the Issuer or the Trustee, provided, however, that the City shall nevertheless remain primarily liable for the payment of the rentals due under the Lease and for the full performance and observance of all the obligations of the City under the Lease. The City shall provide the Issuer and the Trustee with a copy of any assignment made by the City of its interest in the Lease or any sublease of the Consolidated Project or any portion thereof within 30 days after the delivery of any such assignment or sublease.

To further secure the payment of the rentals due under the Lease and the performance of all of its other obligations under the Lease, the City assigns, pledges, and grants a security interest to the Trustee, as assignee of the Issuer under the Lease, of all the City's right, title and interest in all subleases of the Consolidated Project or any portion thereof and all rents, profits and income thereunder.

Obligations of City Unconditional

The obligations of the City to make the rental payments due under the Lease during each rental period, shall be an absolute and unconditional full faith and credit obligation and shall not be subject to any diminution by right of set-off, counterclaim, recoupment, or otherwise. During the term of the Lease, the City shall not suspend or discontinue any rental payments due under the Lease, and, except as otherwise permitted by the Lease, shall not terminate the Lease for any cause, including, without limiting the generality of the foregoing, failure to complete the acquisition and construction of any portion of the Consolidated Project, defect in title to the Consolidated Project, any acts or circumstances which may constitute failure of consideration, eviction, or constructive eviction, destruction or damage to or condemnation of the Consolidated Project, commercial frustration of purpose, or any failure of the Issuer to perform and observe any obligation or condition arising out of or connected with the Lease.

Events of Default and Remedies

The occurrence of any of the following events will constitute an "Event of Default" under the Lease: [i] failure by the City to pay the rentals (including additional rentals) in the amounts and at the times provided in the Lease; or [ii] failure by the City to perform any other obligation on its part to be performed or observed pursuant to this Lease for a period of 30 days after written notice by the Issuer or the Trustee to the City specifying such failure and requesting that it be remedied; provided, however, that if such failure is such that it cannot be corrected within such period, it shall not constitute an Event of Default hereunder if corrective action is instituted by the City within such period and diligently pursued until such failure is corrected; or [iii] the dissolution or liquidation of the City; or

failure by the City promptly to lift any execution, garnishment or attachment which will impair its ability to carry out its obligations under the Lease; or if the City becomes insolvent or bankrupt, or makes an assignment for the benefit of its creditors, or consents to the appointment of a trustee or receiver for the City or for the greater part of its properties; or a trustee or receiver is appointed for the City or for the greater part of its properties without its consent and is not discharged within 45 days; or bankruptcy, reorganization, or liquidation proceedings are commenced by or against the City, and if commenced against the City are consented to by it or remain undismissed for 45 days.

Whenever any Event of Default shall have occurred and be continuing, the Issuer or the Trustee may exercise any one or more of the following remedies:

A. Declare all rental payments due under the Lease to be immediately due and payable, whereupon the same shall be immediately due and payable.

B. Enforce and collect upon the assignments, pledges, and security interests granted under the Lease by the City.

C. Re-enter and take possession of the Consolidated Project without terminating the Lease and sublease the Consolidated Project or any portion thereof for the account of the City, holding the City liable for the difference between the rent and other amounts payable by any sublessee in such subleasing and the rentals and other amounts payable by the City under the Lease; provided, however, that until the Issuer or the Trustee has entered into a firm agreement for the subleasing of the Consolidated Project, the City may at any time pay all accrued rentals (exclusive of any accelerated rentals) and fully cure all defaults, whereupon the City shall be restored to its use, occupancy, and possession of the Consolidated Project.

D. Have access to and inspect, examine, and make copies of the books and records of the City insofar as they relate to the Consolidated Project or the Event of Default and the remedying thereof.

E. Take whatever action at law or in equity as may appear necessary or desirable to collect the rental payments then due and thereafter to become due or to enforce performance and observance of any obligation of the City under the Lease.

F. Repair the Consolidated Project in order to better sublease or re-let the Consolidated Project, and the costs and expenses of such repair will become a debt due by the City to the Issuer or the Trustee, and the City will be entitled to reimbursement for such costs and expenses from the first revenues of such sublease or re-letting.

Option and Right to Acquire Consolidated Project

The Issuer in the Lease grants to the City the option to purchase, subject to any prior rights of the Commonwealth of Kentucky in the Kentucky Center for the Arts Garage, the Consolidated Project at any time during the term of the Lease by directing the Issuer to exercise immediately its option to redeem all of the Outstanding Bonds on the earliest possible date permitted under the terms thereof and by paying directly to the Trustee the Redemption Price due upon such redemption. In any event, upon the full payment and retirement (or provision therefor) of all Bonds (and interest thereon) issued under the Indenture, in accordance with the defeasance provisions of the Indenture, and payment of all other amounts due under the Lease, the Lease shall automatically terminate and the Issuer agrees to convey the Consolidated Project, subject to any prior rights of the Commonwealth of Kentucky, to the City at the earliest practicable time.

APPENDIX H

Form of Bond Counsel Opinion

_____, 2009

Louisville/Jefferson County Metro Government
527 West Jefferson Street
Louisville, Kentucky 40202

Parking Authority of River City Inc.
517 South 4th Street
Louisville, Kentucky 40202

Re: \$56,500,000 Louisville/Jefferson County Metro Government
 Parking Authority of River City Inc. First Mortgage Revenue Bonds, Series 2009A
 Parking Authority of River City Inc. First Mortgage Revenue Refunding Bonds, Series 2009B

Ladies and Gentlemen:

We have examined a certified copy of the transcript of proceedings of the Louisville/Jefferson County Metro Government, a consolidated city of the Commonwealth of Kentucky (the "Louisville Metro"), and the Parking Authority of River City Inc. (the "Issuer"), a no-stock, nonprofit corporation, organized and existing under the provisions of Chapters, 58 and 273 of the Kentucky Revised Statutes, acting as an agency and instrumentality and as the constituted authority of Louisville Metro, precedent to and in the authorization, issuance and validity of \$39,000,000 principal amount of the Issuer's First Mortgage Revenue Bonds, Series 2009A, dated March 4, 2009, and \$17,500,000 principal amount of the Issuer's First Mortgage Revenue Refunding Bonds, Series 2009B, dated March 4, 2009 (the Series 2009A Bonds and the Series 2009B Bonds, collectively, the "Series 2009 Bonds").

The Series 2009 Bonds have been authorized and issued by the Issuer in accordance with (i) a Mortgage and Trust Indenture dated as of December 1, 1985, as heretofore supplemented (the "1985 Indenture") by and between the Issuer and Bank One, Kentucky, NA (formerly known as Liberty National Bank and Trust Company of Louisville), as trustee (the "Trustee") and a Supplemental Mortgage and Trust Indenture No. 7 dated as of March 1, 2009 (the "2009 Supplemental Indenture") (hereinafter the 1985 Indenture and the 2009 Supplemental Indenture shall be collectively referred to as the "Indenture"); (ii) an Ordinance of Louisville Metro enacted on February 12, 2009 (the "Ordinance"); (iii) a Resolution of the Issuer adopted on February 12, 2009 (the "Resolution"); and (iv) the laws and Constitution of the Commonwealth. The Series 2009A Bonds are being issued for the purpose of providing funds for financing the acquisition of the Louisville Arena Parking Garage, additional capital expenditures for public parking and garage facilities located in Louisville Metro and related expenditures. The Series 2009B Bonds are being used to currently refund the City of Louisville Parking Authority of River City (PARC), Inc. First Mortgage Revenue Refunding Bonds, Series 1997.

Pursuant to the authority of the Indenture, Louisville Metro and the Issuer entered into a Lease Agreement dated as of December 1, 1985 as heretofore supplemented (the "1985 Lease") and a Supplemental Lease No. 7, dated as of March 1, 2009 (the "2009 Supplemental Lease") and together with the 1985 Lease and the 2009 Supplemental Lease, the "Lease"), whereby Louisville Metro leases the public parking and garage facilities financed with the proceeds of bonds issued under the Indenture or otherwise dedicated as a part of the Consolidated Project, as defined in the Lease for successive one-year fiscal periods. The Lease has been assigned to the Trustee as security for the payment of the Series 2009 Bonds and all bonds issued on a parity therewith under the Indenture.

In our capacity as Bond Counsel we have examined such documents and matters and conducted such research as we have deemed necessary to enable us to express the opinions set forth below. We have also relied upon the opinion of James T. Carey, Esq., Assistant Jefferson County Attorney for Louisville Metro, with respect to certain matters. As to certain questions of fact, we have relied upon statements and certifications of certain officers, officials, directors, employees and agents of the Issuer, Louisville Metro and other public officials.

In rendering our opinions set forth below, we have assumed the authenticity of all documents submitted to us as originals, the legal capacity of natural persons and the conformity to the originals of all documents submitted to us as copies. We have assumed that parties other than the Issuer and Louisville Metro had the requisite power and authority to enter into and perform all obligations of all documents to which they are parties. We have assumed the due authorization by all requisite action, and the execution and delivery by such other parties of such documents, and the validity and binding effect thereof on such other parties. We have relied for purposes of the opinions set forth below on the representations and warranties made in such documents by all parties thereto.

Based on the foregoing, and in reliance thereon, and on the basis of our examination of such other matters of fact and questions of law as we have deemed relevant in the circumstances, we are of the opinion, as follows:

1. The Issuer is duly organized and existing under Section 58.180 and Sections 273.161 to 273.390, inclusive, of the Kentucky Revised Statutes, as amended, to act as the agency and instrumentality and the constituted authority of Louisville Metro, a consolidated city of the Commonwealth of Kentucky.

2. The Series 2009 Bonds constitute valid obligations of the Issuer in accordance with their respective terms.

3. Based on existing laws, regulations and judicial decisions, and assuming the accuracy and completeness of certain representations and warranties of the Issuer made in connection with the original issuance of the Series 2009 Bonds, interest on the Series 2009 Bonds is excludable from gross income for federal and Kentucky income tax purposes. Interest on the Series 2009 Bonds is not an item of tax preference in determining "alternative minimum taxable, income" under the Internal Revenue Code of 1986, as amended (the "Code"). Interest on the Series 2009 Bonds is includable in computing "adjusted current earnings" for purposes of determining the alternative minimum taxable income of a corporation under the Code. The Series 2009 Bonds are not "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code.

4. The Series 2009 Bonds are exempt from ad valorem taxation by the Commonwealth and all of its political subdivisions and taxing authorities.

The opinion that the interest on the Series 2009 Bonds is excludable from gross income for federal income tax purposes is subject to the condition that the Issuer complies with all requirements of the Code that must be satisfied subsequent to the delivery of the Series 2009 Bonds in order that the interest on the Series 2009 Bonds be and continue to be excludable from gross income for federal income tax purposes. Failure to comply with such requirements could cause the interest on the Series 2009 Bonds to be included in gross income retroactive to the date hereof. The Issuer has covenanted to comply with such requirements. Except as provided in paragraphs 3 and 4 above, we express no opinion regarding any federal or state tax consequences relating to the ownership or disposition of, or the accrual or receipt of interest on, or otherwise arising with respect to; the Series 2009 Bonds.

We express no opinion on the value of or title to any property, or on the investment quality of the Series 2009 Bonds or the Indenture. We have not furnished, nor been asked to pass on, any facts respecting the Issuer, and we are not passing on the accuracy or completeness of any factual representations that may have been made by the Issuer or any statements or data that may have been furnished to any parties, in connection with any offering or sale of the Series 2009 Bonds or otherwise. Our opinion is limited to the questions of law set forth herein. We express no opinion herein on any other question of law that may be presented by the facts outlined above. Finally, and without limiting the generality of the foregoing, we undertake no responsibility herein for the accuracy or completeness of the Preliminary Official Statement or the final Official Statement relating to the Series 2009 Bonds or any other offering material relating to the Series 2009 Bonds, and we express no opinion with respect thereto.

It is to be understood that the enforceability of the Series 2009 Bonds and the Indenture, respectively, including the rights and remedies thereunder may be limited by [i] the application of equitable principles, [ii] the exercise of judicial discretion and [iii] bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium or other laws heretofore or hereafter enacted relating to or affecting creditors' rights or remedies. We also express no opinion on the availability of equitable rights or remedies.

We express no opinion on the laws of any jurisdiction other than the Commonwealth and the United States of America.

Very truly yours,

FROST BROWN TODD LLC

By: _____
Member